



**REQUEST FOR PROPOSAL**

**2011-01**

**Transportation Services for Spirit & Wine and Related Product,  
Equipment & Supplies**

**May 20, 2011**

**Issued by:**

**NH State Liquor Commission**



**New Hampshire State**

**Liquor Commission**

**PO Box 503**

**Concord, NH 03302-0503**

## TABLE OF CONTENTS

### APPENDICES

#### **PART 1 GENERAL INFORMATION FOR VENDORS**

- 1. Purpose
- 1.2 Schedule of Events
- 1.3 Issuing Office
- 1.4 Vendors' Conference
  - 1.4.1 Alteration of RFP
- 1.5 Terms of Submission
  - 1.5.1 Nature of Proposal
  - 1.5.2 Proposal Offer
  - 1.5.3 Amendments to this RFP
  - 1.5.4 Assignment Provision
  - 1.5.5 State's Options
  - 1.5.6 Public Information
  - 1.5.7 Liability
  - 1.5.8 Inspection of Records
- 1.6 Proposal Submission
- 1.7 Preparation of Submission
  - 1.7.1 Minimum Response
  - 1.7.2 Mandatory Requirements
  - 1.7.3 Innovation
  - 1.7.4 Work in Progress
- 1.8 The Americans with Disabilities and USA Patriot Acts
- 1.9 Contract Performance Bond
  - 1.10.1 Duration of Contract
  - 1.10.2 Extension of Contract
  - 1.10.3 Rate changes
- 1.11 Definition of Terms
- 1.12 Supportive Materials
- 1.13 Property of NHSLC
- 1.14 Disclosure of Proposal
- 1.15 News Releases
- 1.16 Use of Electronic Versions of This RFP
- 1.17 Proposal Format
- 1.18 Confidentiality/Sensitive Information
- 1.19 Form of Contract
- 1.20 Conditional Nature of Agreement
- 1.21 Subcontractor
- 1.22 Proposal Guaranty
- 1.23 Venue – Merrimack County
- 1.24 RFP Protest Process
- 1.25. Contract Transition Period

**PART 2 GENERAL**

2.1 Project Deliverables

**PART 3 INFORMATION REQUIRED FROM THE VENDOR**

3.1 Management Summary

3.2 Prior Experience

3.3 Work Plan

3.4 Business Continuity

3.5 Appendix A

3.6 Appendix B

3.7 Appendix C

3.8 Appendix D

3.9 Appendix E

3.10 Appendix F

3.11 Appendix G

3.12 Appendix H

3.13 Appendix I

3.14 Appendix J

3.15 Appendix K

3.16 Appendix L

3.17 Appendix M

3.18 Appendix N

**PART 4 EVALUATION PROCESS**

4.1 General

4.2 EC Review

4.3 The evaluation shall be conducted in two phases:

4.4 Phase I - Initial Analysis Review And Ranking

4.5 Phase II Oral Interviews And Documentation Review

4.6 NHSLC Evaluation And Approval

4.7 Contract Negotiation

4.8 Best And Final Offers

4.9 Contract Execution

## APPENDICES

Appendix A	Background Information
Appendix B	Minimum Standards for Proposal Consideration
Appendix C	Requirements and Deliverables
Appendix D	Pricing Worksheets
Appendix E	General Standards and Requirements
Appendix F	Terms and Definitions
Appendix G	Retail Store Locations
Appendix H	Historical Number of Deliveries to Stores & Cases Shipped from Warehouses
Appendix I	Current Delivery Schedule to NHSLC Retail Stores (subject to change by NHSLC)
Appendix J	Average Monthly Case Count in Warehouses
Appendix K	Current Transportation Pricing Structure
Appendix L	NH Revised Statutes / Administrative Rules
Appendix M	Specifications for Warehouses
Appendix N	Sample Label

STATE OF NEW HAMPSHIRE  
NH LIQUOR COMMISSION  
RFP 2011 - 01  
Transportation of Spirit & Wine & Related Product,  
Equipment & Supplies

Proposal Offer

The undersigned hereby offers to provide to the New Hampshire State Liquor Commission the services indicated in this proposal at the pricing quoted herein in complete accordance with all conditions of the Commission's Request For Proposal.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Type or print name and title

**THIS PROPOSAL OFFER IS NOT VALID UNLESS SIGNED BY A PERSON AUTHORIZED TO LEGALLY BIND THE VENDOR.**

This proposal offer must be executed by the Vendor and attached to the front of its submission. This proposal is to remain valid for a period of 180 days from the proposal due date.

Execution of Proposal Offer form signifies agreement to enter into a contract with the NHSLC which contains the General Provisions described in APPENDIX E

## **PART 1 GENERAL INFORMATION FOR VENDORS**

### **1. Purpose**

The NH State Liquor Commission (“NHSLC”) seeks to procure Vendor transportation services to transport spirit and wine and related products from and between warehouses utilized by the NHSLC to its network of seventy-six (76) state liquor and wine outlets. The NHSLC is issuing this request for Proposal (“RFP”) in order to solicit and evaluate Proposals from interested parties. This RFP describes the project and the NHSLC’s requirements. The intent of this RFP is to identify transportation Vendor(s) who are properly licensed, registered and insured to provide timely and efficient delivery of alcohol product, related products, supplies and equipment to the NHSLC’s retail outlets. The NHSLC is also issuing an RFP for Warehouse Services. Vendors may submit a bid on both RFPs.

Upon review of all Proposals, the NHSLC will enter into negotiations with the Vendor who submitted the Proposal that best meets the needs of the NHSLC. Upon completion of the negotiation phase, the NHSLC will determine if it will award a contract for any or all components of the above services. Therefore, it is important that the Vendor submit Proposals for the following scenarios:

(A) A Single Warehouse at the current private warehouse in Nashua based on the combined volume of the 2 existing warehouses.

(B) Two separate warehouses based on the volume currently handled by the current private warehouse in Nashua and the state’s warehouse.

In addition, a Vendor may propose a site other than Nashua if it has a realistic expectation that such a site will be considered by the NHSLC. In other words, if the Vendor is also submitting a Warehouse Proposal other than Nashua or becomes aware after submitting its bid that an alternative site has been the subject of a qualified bid, it may use that site in the following scenarios:

(A) A Single Warehouse based on the combined volume of the 2 existing warehouses.

(B) Two separate warehouses based on the volume currently handled by a private warehouse (LAW, Inc.) and the state’s warehouse.

### **1.2 Schedule of Events**

This schedule shall give binding deadlines up to and including the date/time of Proposal award. Thereafter the timetable is representative of the milestones to be achieved, and the NHSLC will meet with the successful Vendor and the existing Transportation Vendor (if necessary) to fix the actual time table in greater detail.

The Schedule of Events, including the binding deadlines, is subject to change at the sole discretion of the NHSLC. Any changes will be posted on the NHSLC official website located at [www.nh.gov/liquor](http://www.nh.gov/liquor). Vendors are responsible for checking the website for any schedule changes.

<u>Events</u>	<u>Responsibility</u>	<u>Date</u>
Request for Proposals Issued	Issuing Office	May 20, 2011
Vendor Written Inquiry Period Begins	Potential Vendors	May 31, 2011
Notification to NHSLC of the number of reps (no more than three) attending Mandatory Vendor Conference	Potential Vendors	June 2, 2011
Mandatory Vendor's Conference; location identified in General Instructions, Section 1.4	Potential Vendors/ Issuing Office	June 9, 2011 10:00 A.M.
Vendor Inquiry Period Ends (Final inquiries due)	Potential Vendors	June 16, 2011
Final NHSLC responses to Vendor inquiries	Issuing Office	June 23, 2011
Deadline for Submission of Sealed Proposals to Issuing Office at:  ATTN: Craig W. Bulkley NH State Liquor Commission 50 Storrs St, PO Box 503 Concord, NH 03302-0503	Vendors	July 7, 2011  Time of day: <b><u>2:00 PM</u></b>

July 14, 2011 - Notice to Vendors regarding alternative warehouse site(s), if any.

July 24, 2011 - Deadline for submission of sealed alternative transportation Proposals, if any

**2:00 PM**

July/August/ September - Period reserved, if necessary, to allow NHSLC to schedule tours and to conduct tests; period reserved for evaluation, contract negotiation and award.

On or before March 1, 2012, new warehouse, if any, has successfully completed all tests and, if necessary and as appropriate, introduction of product and functions to the new warehouse.

April - Period reserved, if necessary, for contingencies

On or before May 1, 2012, transfer completed (if necessary) all functions operating in a smooth production mode at the new warehouse. (Regular services begin.)

### 1.3 Issuing Office

This (“RFP”) is issued by the NHSLC which shall serve as the Issuing Office for this RFP. The Issuing Officer responsible for managing the RFP and serving as the sole point of contact is:

Craig W. Bulkley, Director  
Division of Administration  
NH State Liquor Commission  
P.O. Box 503  
Concord, NH, 03302-0503  
(tel: 603-230-7010)  
(email: cbulkley@liquor.state.nh.us).

provided, however, that the NHSLC may select an additional or alternative Issuing Officer.

Vendors must submit to the Issuing Officer all inquiries, exceptions, or additions regarding this RFP, including without limitation, requests for clarifications or modifications to the RFP, by electronic mail with the subject line titled **Transportation of Spirit & Wine & Related Product, Equipment & Supplies**.

Vendors must not contact the Issuing Officer by telephone with any inquiries. From the issue date of this RFP until the effective date (date of Liquor Commission and Attorney General Approval) of a resulting contract with any Vendor, the Issuing Officer shall serve as the sole point of contact concerning this RFP. Vendors are prohibited from distributing any part of their bids except to the Issuing Office as required under this RFP. Except for contacts with the Issuing Officer as permitted by this RFP, Vendors are prohibited from contacting or lobbying any NHSLC personnel or evaluation committee members regarding this RFP. Any Vendor’s attempt to improperly influence the evaluation of bids and selection of a Vendor may result in the disqualification and elimination of that Vendor from this RFP procurement process. If the NHSLC later discovers that the Vendor has engaged in any communications prohibited under this RFP, the NHSLC may reject the offending bid or rescind a contract award, without the NHSLC incurring any liability.

Vendors must cite the relevant RFP title, RFP number, page, section, and paragraph in the inquiry submission. The NHSLC assumes no liability for assuring accurate/complete email transmission/ receipt and is not responsible to acknowledge receipt.

Inquiries must be received by the NHSLC’s RFP Issuing Officer no later than the conclusion of the Vendor Inquiry Period (See Schedule of Events in Section 1.2 above).

Inquiries received later than the conclusion of the Vendor Inquiry Period shall not be properly submitted and may not be considered. The NHSLC intends to issue official responses to properly submitted inquiries on or before the date specified in Section 1.2, Schedule of Events; however, this date may be subject to change at the NHSLC’s discretion. The NHSLC may consolidate and/or paraphrase questions for sufficiency and clarity. The NHSLC may, at its discretion, amend this RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate. Oral statements, representations, clarifications, or modifications concerning the RFP shall not be binding upon the NHSLC. Official responses will be made in writing. The Issuing Officer anticipates posting official answers to the questions on the NHSLC website at [www.nh.gov/liquor](http://www.nh.gov/liquor).

#### 1.4 Vendors' Conference

There will be a Vendors' conference to give an overview of the NHSLC's operations as they relate to this RFP, and to answer questions. Vendors are responsible for all costs associated with attending the Vendor Conference.

All Vendors that intend to submit Proposals are invited to attend the Vendors' Conference. This will be held at the following location:

NH State Liquor Commission  
Division of Enforcement & Licensing  
57 Regional Drive  
Concord, New Hampshire 03301

Vendors shall RSVP via email to the issuing officer by the date identified in Section 1.2, Schedule of Events, indicating the number of individuals, no more than three (3), who will attend the Vendor Conference.

The purpose of the conference is to answer questions which may arise during the Vendors' interpretation of the RFP. Vendors are encouraged to email inquiries at least twenty-four (24) hours prior to the Vendor Conference. No responses will be given before the Vendor Conference. Oral answers will not be binding on the NHSLC. The NHSLC's final response to Vendor inquiries and any requested changes to terms and conditions raised during the Vendor Inquiry Period will be emailed and may be posted. The Vendor is cautioned that this written response alone contains clarifications and/or changes to the RFP: any other perceptions gained at the conference are to be excluded from consideration.

*Note: The NHSLC will NOT distribute a list of Vendor Conference attendees.*

#### 1.4.2 Alteration of RFP

The original RFP document is on file with the NHSLC. Vendors are provided an electronic version of the RFP on the NHSLC website. Any alteration to this RFP or any file associated with this RFP is prohibited. Any such changes may result in a Proposal being rejected.

#### 1.5 Terms of Submission

This RFP consists of all items referred to in the Table of Contents, by textual reference, and any written clarifications or addenda issued by the NHSLC.

##### 1.5.1 Nature of Proposal

Receipt of a Proposal at the offices of the NHSLC constitutes a firm and binding offer. The determination of whether a Proposal is withdrawn by the Vendor is solely at the discretion of the NHSLC.

By submitting a Proposal, a Vendor agrees, represents and acknowledges that:

- a. All information provided by, and representations made by, the Vendor in its Proposal are material and important and may be relied upon by the NHSLC in awarding a contract;
- b. Any misstatement, omission or misrepresentation by a Vendor shall constitute fraudulent concealment from the Issuing Office of the true facts relating to the Proposal submission;
- c. The Vendor has arrived at the price(s), amounts, terms and conditions in its Proposal independently and without consultation, communication or agreement with any other Vendor or potential Vendor, and without effort to preclude the NHSLC from obtaining the best possible competitive Proposal. The Vendor has not disclosed the price(s), the amount of the Proposal nor the approximate price(s) or amount(s) of its Proposal to any other firm or person, including but not limited to, a Vendor or potential Vendor for this RFP;
- d. The Vendor has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a Proposal in response to this RFP or to submit a Proposal higher than this Proposal or to submit any intentionally high or noncompetitive Proposal or other form of complementary Proposal; and
- e. The Vendor makes its Proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Proposal.

#### 1.5.2 Proposal Offer

The Proposal Offer form shall be attached to each response original and copy. The Proposal Offer shall be properly executed and shall be signed by a person authorized to legally obligate the Vendor. Subject to section 1.20(b), said signature shall signify that the Vendor accepts all State of New Hampshire General Conditions (see APPENDIX E) and RFP Terms and Conditions. –

#### 1.5.4 Amendments to this RFP

The NHSLC may amend this RFP at any time and at its sole discretion. The NHSLC will post any amendments to the RFP on the NHSLC official website located at [www.nh.gov/liquor](http://www.nh.gov/liquor). In the event the NHSLC determines it necessary to amend this RFP, the NHSLC may extend deadlines and/or invite submission of additional information from Vendors at any time, as the NHSLC deems appropriate and at its sole discretion. Vendors are responsible for checking the website periodically for any new information or amendments to the RFP. The NHSLC shall not be bound by any verbal information, or any written information that is not contained within the RFP or formally issued by the Issuing Officer.

#### 1.5.4 Assignment Provision

The Vendor hereby agrees that it will assign all causes of action that it may acquire under the antitrust laws of the State of New Hampshire and the United States as a result of conspiracies, combinations, or contracts in restraint of trade which affect the price of goods or services obtained by the NHSLC under any contract resulting from this RFP if so requested by the State of New Hampshire.

### 1.5.5 State's Options

The NHSLC reserves the right, in its sole discretion, to reject all or any part of any response, to award any contract solely as it deems to be in the best interest of the NHSLC, and to waive any technical or immaterial nonconformities in any Vendor's Proposal.

The NHSLC shall solely determine what constitutes an acceptable offer.

### 1.5.6 Public Information

The Vendor hereby acknowledges that all information relating to this Proposal and any resulting contract (including but not limited to order, fees, agreements and prices) are subject to the laws of the State of New Hampshire regarding public information.

### 1.5.7 Liability

The Vendor agrees that in the preparation of this Proposal and any resulting contract or order, representatives of the State of New Hampshire and the NHSLC shall incur no liability of any sort associated with respect to the Proposal or contract.

### 1.5.8 Inspection of Records

The Vendor shall provide such financial and operational records as may be required by the NHSLC to evaluate the solvency of the Vendor, and his/her likely ability to conduct the large-scale operation anticipated by the NHSLC. At a minimum, The Vendor shall include a copy of its audited annual financial statement for the past three years or the equivalent for a Vendor that has not been in existence for three years.

## 1.6 Proposal Submission

Submission shall mean three (3) identical (and properly executed) hard-copy originals, which shall be clearly identified as such, and eight (8) identical copies. Each original or copy shall be clear and legible, printed in ink on standard untreated paper, be securely bound and clearly labeled. The Proposal shall be sequentially numbered. Lines shall be double-spaced. A twelve (12)-point easily-readable font shall be used. Pages shall be printed single-sided.

Each Vendor shall also submit a CD-Rom containing the Proposal **with the rate and pricing information on a separate, clearly labeled CD.**

**All rate and pricing information, including rates for alternate Proposals, must be bound and sealed separately from the remainder of the Proposal. Failure to submit bids in the proper dollar and cents format may disqualify the bid.**

The submission may contain whatever supportive materials as are necessary, provided that all materials are clearly referenced and indexed.

All submitted materials shall be placed in a sealed and clearly labeled box (or boxes). If more than one box is needed, the boxes shall be labeled (for instance) as "1 of 3," "2 of 3," "3 of 3." Each box shall be labeled with the name and address of the responding party.

Vendors shall be given a date/time-stamped receipt when their submission is logged in at the NHSLC.

**IN ORDER TO QUALIFY FOR CONSIDERATION THE ENTIRE SUBMISSION SHALL BE DELIVERED TO THE CONCORD OFFICES OF THE NHSLC ON OR BEFORE THE RFP CLOSING DATE/TIME (see Schedule of Events). NO SUBMISSIONS SHALL BE ACCEPTED AFTER THE DEADLINE.**

## 1.7 Preparation of Submission

### 1.7.1 Minimum Response

All numbered sections of this RFP require a written response: the minimum response shall be “understood,” which shall signify that the entire numbered section has been read and understood without exception by the Vendor; if there is an exception, the Vendor must clearly describe the exception and suggested alternative, if any. For brevity, numbered sections may be grouped, example: “1.7 understood,” or “1.10.3 - 1.10.5 understood.”

In many cases “understood” will be inadequate in responding to the RFP.

### 1.7.2 Mandatory Requirements

Except where clearly excluded, all portions of this RFP shall be considered to be mandatory. The NHSLC shall solely resolve any matter requiring interpretation. At its sole discretion, the NHSLC may waive mandatory requirements and accept alternatives deemed to be in the best interests of the NHSLC.

### 1.7.3 Innovation

The NHSLC is interested in innovative ideas. Where the Vendor believes s/he is able to improve an operation or reduce a cost, these should be provided as properly referenced appendices. The NHSLC will scrutinize and evaluate these alternative ideas. The NHSLC currently operates over seventy retail locations; case replenishment is seasonal in July, August, and October and the period two weeks prior to Thanksgiving through New Years Day. Stores are often expanded during this period to assure adequate inventory is always available to satisfy customer demand. It is requested that a delivery window of time be provided to store management to assure adequate personnel is available to assist with unloading. Vendors should detail other operational enhancements as may be offered.

### 1.7.4 Work in Progress

The NHSLC recognizes that potential Vendors may not be currently engaged in large-scale spirit and wine and related transportation, and that their current operation may therefore not meet every requirement of this RFP (at the present time). Provided that the Vendor discloses, in an appendix, the non-compliant items and the steps that will be, or are already being, taken to ensure full compliance within the deadlines listed under “Schedule of Events”, the Vendor will not be penalized: the NHSLC's Evaluation Committee will treat these items, for the purposes of initial evaluation only, as if they actually exist. The inability to ensure full compliance with the deadlines will be weighed as the evaluation continues. This paragraph shall not apply to substantial non-compliance, which may be cause for disqualification from further consideration.

## 1.8 The Americans with Disabilities and USA Patriot Acts

The Vendor's Transportation and administrative premises shall, to the extent required by law, comply with the Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat. 327, 42 U.S.C 12101-12213 and 47 U.S.C. 225 and 611), also known as ADA.

The Governor's Commission on Disability, 57 Regional Drive, Concord, NH 03301-8506; has useful information available. They may also be reached by telephone: (603) 271-2773 and 1-800-852-3405 (Voice or TTY); (603) 271-2837 (FAX)

The Vendor's Transportation and administrative premises shall, to the extent required by law, comply with the USA Patriot Act (115 STAT. 272 PUBLIC LAW 107-56—OCT. 26, 2001)

## 1.9 Contract Performance Bond

The successful Vendor shall be required to submit a performance bond or other performance guarantee acceptable to the NHSLC in an amount to be determined by the NHSLC. Documented evidence that a surety can be furnished shall accompany the Proposal. The Vendor, in proper performance of this contract, subject to Acts of God or other circumstances beyond the control of the Vendor, shall:

- a. Guarantee arrival at the first schedule stop within 1/2 hour of the specified time.
- b. Complete delivery of the loads assigned on the day specified.
- c. Deliver merchandise intact and in the quantities as loaded.

Penalty for missed delivery or delivery not made according to the delivery schedule – if successful Vendor misses more than three (3) scheduled deliveries within the span of a three-month period due to circumstances not subject to Acts of God or other circumstances beyond the control of the Vendor, then the successful Vendor may be penalized an amount up to \$10,000.00.

### 1.10.1 Duration of Contract

This contract shall be awarded for a period ending on January 10, 2015. The current contract ends on April 30, 2012. If possible, the Vendor must agree to maintain the current level of services beginning on May 1, 2012. If the Vendor cannot maintain the current level of services beginning on May 1, 2012, it shall identify the date on which it will realistically be able to provide the current level of services.

### 1.10.2 Extension of Contract

This contract may, with continuing acceptable performance, be extendable by the NHSLC for no more than three (3), three (3) year periods, unless a shorter period is negotiated between the parties. The NHSLC shall give the Vendor one (1) years notice of its decision to entertain an extension. Following said notice, the Vendor and the NHSLC shall have four (4) weeks to negotiate new rates for the forthcoming period. If agreeable rates for the extension period aren't negotiated within the four (4) week period, the NHSLC will notify the Vendor of its intention not to renew or in its discretion extend the time to negotiate.

### 1.10.3 Rate changes

After the NHSLC and the Vendor have negotiated rates for the initial period or renegotiated rates for an extension period, rates shall not change, unless an escalation clause was negotiated into the rate structure. At its sole discretion, the NHSLC may waive this subsection for exceptional circumstances.

### 1.11 Definition of Terms

The following definitions are in addition to definitions appearing in other documents referenced by, and part of, this RFP, including Appendix F:

“Backup capacity” Sufficient reserve capacity or ability to recover so that the function or operation is not seriously affected.

“EC” The Evaluation Committee appointed by the NHSLC.

“Mandatory” A mandatory requirement is the minimum that must be met by the Vendor. A Vendor not fulfilling a mandatory requirement may be eliminated from the evaluation process. “Mandatory” shall not limit the NHSLC, at its sole discretion, from accepting an alternative determined by the NHSLC to be equal or superior.

“Proposal” Any response to this RFP.

“NHSLC” The State of New Hampshire Liquor Commission and/or authorized NHSLC employee or agent.

“Supplier” Any entity (excluding the NHSLC and the “Vendor”) using the warehouse facility for the storage of spirits and/or wine.

“Vehicle” Means all forms of transportation provided by the Vendor to satisfy the requirements of the RFP, including but not limited to, straight trucks, semi-trailer trucks, etc.

“Vendor” Vendor is used to indicate the entity responding to this RFP and also the entity or entities awarded a contract. CAUTION: in supporting NHSLC material and documentation, “Vendor” is used to indicate a source of spirits or wine – a “supplier.”

### 1.12 Supportive Materials

The following are an integral part of this RFP:

- a. “Description of NHSLC Warehousing System” by the NHSLC, described in APPENDIX M. This document is to be taken as an example of the existing relationship between the NHSLC and its suppliers, principally in the operation of the NHSLC’s bailment warehouse in Concord, NH: a similar, but not necessarily identical relationship is expected between the successful warehouse Vendor and product suppliers.

- b. “The NH Code of Administrative Rules” (for the NHSLC) and pertinent RSAs, Title XIII, Chapters 175, 176, 177, 178, 179, and 180, and which may be obtained at NH.gov ,from the NHSLC or the Office of the Secretary of State. The Vendor and the Vendor's Transportation shall comply with the applicable statutes and rules. Some of the statutes and rules are set out in APPENDIX L.

#### 1.13 Property of NHSLC

The Proposal and all material received in response to this RFP shall become the property of the NHSLC and will not be returned to Vendors. By submitting a Proposal, a Vendor acknowledges and agrees that the NHSLC may, at its sole option, use any or all ideas not protected by intellectual property rights that are presented in any Proposal regardless of whether the Proposal becomes part of a contract. Notwithstanding any Vendor copyright designations contained on Proposals, the NHSLC shall have the right to make copies and distribute Proposals and to comply with public record or other disclosure requirements under the provisions of the State of New Hampshire or United States statute or regulation, or rule or order of any court of competent jurisdiction.

#### 1.14 Disclosure of Proposal

- a. Vendor Obligation. A Vendor must maintain the confidentiality of its Proposal until the effective date of a resulting contract with any Vendor. A Vendor’s disclosure or distribution of its Proposal to any individual or entity, other than the Issuing Office, prior to the effective date may be grounds for disqualification at the discretion of the NHSLC.

- b. NHSLC Obligation. The NHSLC shall maintain the confidentiality of each Proposal until a contract award is made as contemplated under N.H. RSA 21-I:13-a, II. Following an award, the NHSLC will disclose all Proposals in accordance with applicable law and regulations, including, but not limited to, N.H. RSA Chapter 91-A, the Right to Know Law. Any Vendor who determines that it must divulge any confidential, commercial or financial or other information not subject to public disclosure under applicable laws and regulations, (collectively referred to as “Vendor Confidential Information”), must submit in its Proposal a signed written statement describing in detail the nature of the Vendor Confidential Information and the grounds for its position that the Vendor Confidential Information is exempt from public disclosure under applicable law and regulations, including but not limited to, the Right to Know Law, N.H. RSA Chapter 91-A; and submit a redacted version of its Proposal that removes only the Vendor Confidential Information along with an unredacted Proposal. The Vendor acknowledges that the NHSLC is subject to the Right to Know Law, RSA Chapter 91-A. The NHSLC shall maintain the confidentiality of the identified Vendor Confidential Information insofar as it is consistent with applicable laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the NHSLC receives a request for the information identified by the Vendor as confidential, the NHSLC shall notify the Vendor and specify the date the NHSLC will be releasing the requested information. Any effort to prohibit or enjoin the release of the information shall be the Vendor’s sole responsibility and at the Vendor’s sole expense. If the Vendor fails to obtain a court order enjoining the disclosure, the NHSLC shall release the information on the date specified in the NHSLC’s notice to the Vendor without any NHSLC liability to the Vendor.

### 1.15 News Releases

Vendors shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this project without prior written approval of the NHSLC, and only in coordination with the Issuing Office.

### 1.16 Use of Electronic Versions of This RFP

This RFP is available in electronic form at [http://www.nh.gov/liquor/public\\_notices.shtml](http://www.nh.gov/liquor/public_notices.shtml). If a Vendor accepts the RFP in electronic form, the Vendor acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of a conflict between a version of the RFP in the Vendor's possession or relied upon by the Vendor, and the Issuing Office's version of the RFP, the Issuing Office's version shall govern.

### 1.17 Proposal Format

Proposals should include the following items.

- a. Cover Page – the first page of the Vendor's Proposal must be the Proposal Offer
- b. Table of Contents. The Vendor must provide a table of contents with corresponding page numbers relating to its Proposal.
- c. Section I: Executive Summary. The Executive Summary, which without prior approval by the Issuing Officer, must not exceed ten (10) pages, must identify how the Vendor satisfies the minimum standards for consideration, The executive summary will also provide an overview of the Vendor's proposed solution and services. Vendors are encouraged to highlight those factors that they believe distinguish their Proposal.
- d. Section II: Glossary of Terms and Abbreviations. The Vendor must provide a glossary of all terms, acronyms, and abbreviations used in its Proposal.
- e. Section III: Response to all RFP sections including Appendices.
- f. Section IV: Documents

1. Certificate of Insurance: This certificate is obtained from the Vendor's Insurance Company. At the time of submitting the bid, the Vendor must file a signed statement from a licensed insurance agent or broker that an insurance company authorized to write insurance in New Hampshire will insure said Vendor.

The successful Vendor, before entering into the contract, must file a certified copy of the insurance policy and endorsements with the NHSLC. This shall be a "Transportation Policy" and shall insure goods and merchandise, including packages consisting of wines, spirits, liquors, alcoholic beverages, supplies, and general equipment. This policy shall insure the State of New Hampshire and State Liquor Commission against loss to the amount of \$1,000,000 in any one incident in any one truck, and \$2,000,000 on any loss incurred by the carrier; and such policies and endorsements must have the approval of the NHSLC.

The insurer shall agree in the policy to give at least 30 days notice in writing to the State of New Hampshire and the State Liquor Commission of the cancellation, suspension, or surrender of the successful Vendor's policy.

One Original and two copies should be returned with Vendor's Response Sheet. The amount of insurance should reflect the requested levels of the RFP.

2. Certificate of Authorization/Good Standing: This document may be obtained through the Secretary of State's Office located in the State House, 107 North Main Street, Concord, NH 03301, 603-271-3242/3244. One Original and two copies should be returned with the Vendor's Response Sheet.

3. Certificate of Authority/Existence: This is merely a notarized form on your company's letterhead stating the individual signing the contract is authorized to enter into contracts on behalf of the company. Make sure this form is notarized. One Original and two copies should be returned with the Vendor's Response Sheet.

4 The liquor license application can be found at [http://www.nh.gov/liquor/license\\_application\\_form.shtml](http://www.nh.gov/liquor/license_application_form.shtml)

A Vendor shall submit a current license or a completed application with its Proposal.

5 The Vendor must submit a copy of all required licenses including a carrier license.

g. Section V: Cost Proposal

The Cost Proposal must include the worksheet in Appendix D and must be provided in a separate, sealed document.

#### 1.18 Confidentiality/Sensitive Information

The selected Vendor may have access to confidential/sensitive information in the course of performing its obligations under the contract, and may be required to sign a confidentiality agreement.

#### 1.19 Form of Contract

a. **Contract Terms and Conditions.** The NHSLC's standard terms and conditions are set forth in Appendix E of this RFP. In the event of any conflict between the NHSLC's terms and conditions and any portion of a Proposal, the NHSLC's terms and conditions shall take precedence and supersede any and all such conflicting provisions contained in a Proposal, at the sole discretion of the NHSLC. Additionally, any resulting contract may include additional provisions provided that they are agreed to by the NHSLC and in a form and substance as prescribed by the NHSLC. The failure of a selected Vendor to reach agreement with the NHSLC on contractual terms, conditions and other provisions may result in cancellation of the selection as described in this RFP.

b. **Objections & Additions to Standard Contract Terms & Conditions and/or Agreement Standards.** The Vendor must identify which, if any, of the terms and conditions contained in Appendix E of this RFP it desires to negotiate, and the additional terms and conditions the Vendor would like to add to the standard contract terms and conditions. The Vendor's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the NHSLC may consider late objections and additional requests, if it is in the best interests of the State of New Hampshire and the NHSLC. The NHSLC may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions and/or agreement standards. The Vendor shall not request changes to other provisions of the RFP; nor shall the Vendor request to completely substitute its own terms and conditions for Appendix E. All terms and conditions must appear in one (1) integrated contract. The NHSLC will not accept references to the Vendors', or any other, online guides or online terms or conditions contained in any Proposal.

#### 1.20 Conditional Nature of Agreement

Notwithstanding anything in this agreement to the contrary, all obligations of the NHSLC hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the NHSLC be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the NHSLC shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this agreement immediately upon giving the Vendor notice of such termination. The NHSLC shall not be required to transfer funds from any other account.

#### 1.21 Subcontractor

Any anticipated use of subcontractors must be included in the Proposal. Provide the name of firms, names of principal operating officers, routes to be subcontracted, a complete listing of equipment to be used by subcontractors in performance as required hereunder, and what percentage of the deliveries will be performed by subcontractors. Submit a statement indicating any contracts the subcontractor currently has with the State of New Hampshire and/or any other parties that may present a conflict of interest. If there are none, please provide a statement to that effect. The NHSLC reserves the right to approve the use of any subcontractors at any time during the course of this contract. The Vendor must notify the NHSLC in writing, at least 30 days prior to the anticipated use of any subcontractors. Proof of insurance, including liability and workers' compensation, will be required from any subcontractors approved to fulfill the terms of the contract. The Vendor will be solely responsible for all subcontractors. Any penalties assessed under this contract for non-performance – regardless of whether the Transportation Vendor or subcontractor is at fault – will be assessed against the Transportation Vendor.

#### 1.22 Proposal Guaranty

Each Vendor shall submit a guaranty in the amount of \$50,000 which may be in the form of a bid bond or certified check made payable to the NHSLC. By submitting a Proposal, each Vendor pledges to enter into a contract with the NHSLC on the terms stated in the RFP. If a selected Vendor fails or refuses to enter into such a contract without just cause, the amount of the

Proposal guaranty shall be forfeited to the NHSLC as liquidated damages, and not as a penalty. The determination of whether a Vendor has just cause is in the sole discretion of the Chairman of the NHSLC.

1.24 Venue – Merrimack County

The Contract shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in the Contract is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Venue for any action regarding the contract shall lie in Merrimack County

1.25 RFP Protest Process

**A protest must be filed within 10 business days from the date contained on the notification of award. The protest must be sent to the Issuing Officer with a copy to all other persons or entities that have submitted a Proposal. The protest shall be limited to challenging objective errors. Discretionary decisions shall not be subject to challenge.**

The Issuing Officer, or his or her successor, shall be the NHSLC’s representative.

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights), the party believing itself aggrieved (the “Invoking Party”) shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party’s right to any other remedy permitted by this Agreement.

The parties shall use all reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

Dispute Resolution Responsibility and Schedule Table

<b>LEVEL</b>	<b>VENDOR</b>	<b>THE NHSLC</b>	<b>CUMULATIVE ALLOTTED TIME</b>
Primary	Name Title	John Bunnell, Director Division of Marketing, Merchandising & Warehousing	5 Business Days
Second	Name Title	Joseph W. Mollica NHSLC Chairman	15 Business Days

The allotted time for the first level negotiations shall begin on the date the Invoking Party’s notice is received by the other party. Subsequent allotted time is days from the date that the original Invoking Party’s notice is received by the other party.

The decision of the Chairman shall be final. By submitting a Proposal, the Vendor waives any other legal remedy.

#### 1.26. Contract Transition Period

In the event a contract is awarded as a result of this RFP and it expires or is terminated before another Vendor is selected and prepared to provide Transportation services to the NHSLC, the Vendor agrees, if the NHSLC makes a request, to continue the services prescribed under the current contract for up to 6 months at the prices in effect at the end or termination of the contract, provided after the 6 month period the Vendor shall continue to provide services until the end of a reasonable transition period as determined by the NHSLC. The parties may negotiate a different price after the initial 6 month period.

The Vendor also agrees, at the discretion of the NHSLC, to assist the NHSLC in all transition services including, but not limited to the following:

Before transition can begin, the new Vendor must meet all the specifications of the future RFP in actuality and/or demonstrate the ability, using dummy transactions provided by the NHSLC, to provide transportation services.

All costs associated with the transfer of product and control from the existing transportation Vendor (“old”) to the new transportation Vendor (“new”), including, but not limited to, shipping, handling and transportation, shall be borne by the NHSLC or the supplier or the terminated Vendor as determined by the NHSLC.

The NHSLC, in conjunction with both “old” and “new” Vendors, shall establish a deadline for the transfer of all contractual obligations. The NHSLC will, if possible, select a period during a time of slow sales (such as January-March) and schedule as short a period, as is practical for the transfer.

The NHSLC shall observe and audit the transfer proceedings. Shortages shall be resolved between the old Vendor and the product Vendor, or NHSLC if the product is owned by the NHSLC.

## **PART 2      GENERAL**

The NHSLC currently operates 76 retail liquor and wine stores located throughout the state of New Hampshire. Eleven of these locations are owned by the state and 65 are located in leased retail space. The various store locations are listed in Appendix G.

The successful Vendor will be required to provide freight services to each retail location. The frequency of deliveries varies based on the size and location of each store. Current data shows orders ranging from a low of one case for delivery to a store to 2,023 cases in one order to one store. The average per case weight is 30 - 35 pounds.

Proposals must provide a fixed per-case delivery cost for spirit and wine and related products. The NHSLC will pay for the return of pick errors or overages to any of our owned or contracted warehouses based on the agreed transportation cost per case. The NHSLC will then bill the warehouse that caused the pick error or overage. A freight charge will be paid by the NHSLC for store transfer invoices moving product back to a warehouse. This must be preauthorized by the NHSLC purchasing agent.

During the fiscal year ending June 30, 2010, the NHSLC shipped 1,254,038 cases of product from its Concord warehouse and 1,956,516 cases from its contract warehouse in Nashua. Outgoing shipments peak in November and December, with moderate peaks in June, August, and October. Appendix J provides historical shipping information. Appendix I is the NHSLC's preferred delivery schedule to be used by the successful Vendor.

The NHSLC currently owns and operates a 50,000 square foot warehouse in Concord, New Hampshire. This facility mainly provides storage for spirit products and/or wines that are not sold to the off-premise trade. The current warehouse Vendor is located in Nashua, New Hampshire and is operated by Law Warehouses, Inc. That facility is approximately 350,000 square feet and is primarily devoted to the storage of wine product. The transportation Vendor may be required to co-mingle cases from both warehouses and ship to specific store locations throughout the state.

Should the number of warehouses be reduced to one during the life of this contract such that all product is stored in one warehouse, the pricing (for pick-up at only one warehouse) in Appendix D provided by the winning transportation Vendor will go into effect.

## 2.1 Project Deliverables

The NHSLC's key deliverables for this engagement consist of the following:

The efficient, effective and timely coordination of product deliveries to retail stores throughout the State of New Hampshire.

Full cooperation and coordination with NHSLC's warehouse Vendor and the state-owned warehouse in Concord

Upon review of all Proposals, the NHSLC will enter into negotiations with the Vendor who submitted the Proposal that best meets the needs of the NHSLC. Upon completion of the negotiation phase, the NHSLC will determine if it will award a contract for any or all components of the above services. Therefore, it is important that the Vendor submit Proposals for the following scenarios:

(A) A Single Warehouse located in Nashua based on the combined volume of the 2 existing warehouses.

(B) Two separate warehouses based on the volume currently handled by a private warehouse in Nashua (LAW, Inc.) and the state's warehouse.

The NHSLC is also issuing a Warehouse RFP. The NHSLC cannot predict where the warehouse will be located. As a result, the transportation Vendors may submit alternative Proposals. A Vendor may propose a site other than Nashua if it has a realistic expectation that such a site will be considered by the NHSLC. In other words, if the Vendor is submitting a Warehouse Proposal other than Nashua or becomes aware after submitting its bid that an alternative site has been the subject of a qualified bid, it may use that site in the following scenarios:

- (A) A Single Warehouse at the alternative location based on the combined volume of the 2 existing warehouses.
- (B) Two separate warehouses based on the volume currently handled by a private warehouse (LAW, Inc.) and the state's warehouse.

### **PART 3 BASIC INFORMATION REQUIRED FROM THE VENDOR**

#### **3.1 Management Summary**

Include a description of the organization and the personnel available for the services to be provided.

#### **3.2 Prior Experience**

Include a detailed summary of your company's experience with transporting retail product. Experience should include projects completed for retail businesses where the size and scope are similar to the size of the NHSLC and the size and scope of this project. Experience should be identified by customer, including the name, current address and telephone number of the responsible official who may be contacted. The NHSLC reserves the right to contact any and all persons listed by the Vendor concerning past work experience.

#### **3.3 Work Plan**

Describe your plan for accomplishing the project. Be sure to include a detailed timeline with costs.

#### **3.4 Business Continuity**

The Transportation Vendor shall provide and maintain a business continuity plan identifying backup capacity in the event of the interruption of services including natural or man made disasters or catastrophic events. This plan shall include but not be limited to redundancy for all IT operations as well as an alternative location(s) and emergency transportation plan for all product.

3.5 APPENDIX A

This Appendix consists of background information.

3.6 APPENDIX B

This Appendix consists of minimum standards for Proposal consideration.

3.7 APPENDIX C

This appendix consists of technical specifications, requirements and deliverables.

3.8 APPENDIX D

This form should be completed for each variation of rate structure, such as differences between cost chargeable to the NHSLC and suppliers (if any), and shift differences (if any). Additional charges (if any) should be appended. Please define what services are included in each charge and if there is a minimum associated with a particular service. **THIS APPENDIX MUST BE SEALED AND SUBMITTED SEPERATELY FROM THE PROPOSAL.**

3.9 APPENDIX E

This appendix consists of the state's General Contract Provisions.

3.10 APPENDIX F

This Appendix consists of terms and definitions.

3.11 APPENDIX G

This Appendix consists of retail store locations.

3.12 APPENDIX H

This appendix lists the average number of product cases distributed from the existing bailment warehouses to both NHSLC stores and licensees, on a fiscal month basis, for fiscal year 2010.

3.13 APPENDIX I

This appendix consists of the current delivery schedule to NHSLC retail stores.

3.14 APPENDIX J

This appendix consists of the average monthly case count in warehouses.

3.15 APPENDIX K

This appendix consists of current warehouse pricing information.

### 3.16 APPENDIX L

This Appendix consists of relevant NH Revised Statutes and Administrative Rules.

### 3.17 APPENDIX M

This appendix contains “Specifications for Warehouses.” This document forms the basis for business protocols which will be created and tested during the implementation phase, following bid award.

### 3.18 APPENDIX N

This appendix contains five sample labels.

## **PART 4 EVALUATION PROCESS**

### 4.1 General

The NHSLC shall conduct a comprehensive, fair and impartial review and evaluation of all qualifying Proposals. The review process shall include, but not be limited to, a fair and impartial ranking of all qualified Proposals received in response to the RFP; however, the NHSLC is under no obligation to select a successful Vendor or to award a contract upon receipt of Proposals. If the NHSLC determines to award a contract, it shall be to the responsive and responsible Vendor or Vendors who submit the Proposal(s) that best meets the needs of the NHSLC and subsequently are successful in negotiating a contract with the NHSLC.

### 4.2 EC Review

The NHSLC shall select and convene an Evaluation Committee (EC) to initially determine which Proposal best meets the needs of the NHSLC as set forth in the RFP. The EC will take into account factors specific to each Vendor's Transportation facility and/or Proposal which the EC deems to be superior, or to the benefit of the NHSLC. The NHSLC shall review the findings of the evaluation committee in selecting the successful Proposal.

The EC shall make a preliminary review through each Proposal to determine whether the mandatory requirements of this RFP have been satisfied: if any have not (subject to section 1.7.2), the entire Proposal may be disqualified from further consideration.

The Vendors shall make their premises and operations available for tour and review by the EC, if requested. The on site review, if any, shall, among other factors, determine the accuracy and adequacy of the Vendor's representation of his/her Transportation premises and operation. If the EC finds that a response clearly does not reflect the physical reality of the actual premises and operation to the extent that the mandatory requirements of the RFP are not met on inspection, then that Vendor may be disqualified from further consideration.

The EC will determine which Proposals shall be evaluated, at the detail level, to decide which one will best meet the needs of the NHSLC. This evaluation shall be based on the Proposal, and the inspection (or inspections), if any, of the Vendor's Transportation facility and operation.

4.3 The evaluation shall be conducted in two phases:

Phase I Initial Analysis, Review and Ranking

Phase II Vendor Presentation and Final Analysis, Review and Ranking

4.4 Phase I - Initial Analysis Review And Ranking

CRITERIA FOR SELECTION

The NHSLC has established the weight for the evaluation criteria specified in the RFP and the following table:

<u>Criteria</u>	<u>Points</u>
General	Qualified/Disqualified
Vendor Experience & Qualifications/Transition	25
Vendor Financial Stability and Capacity	Qualified/Disqualified
Vendor Technical, Service, and Project Management Proposal/IT Competence	25
Vendor Overall Solution	30
Revenue Enhancement	20
Vendor References	Qualified/Disqualified

General

The Vendor's general approach to the RFP will be reviewed on a qualified/disqualified basis. The Vendor appears to have understood the RFP and has responded adequately, and in the required format. The Vendor's exception/s to this RFP (if any) may be acceptable to the NHSLC. The Vendor's alternative Proposal/s (if any) may be acceptable to the NHSLC.

Vendor Experience & Qualifications/Transition

The Vendor's experience and qualifications will be allocated a maximum score of 25 points. The Vendor understands and is committed to implement business relationships and protocols with the NHSLC, its suppliers, licensees, and other contractors, according to NHSLC requirements. The Vendor has adequate transportation knowledge and experience consistent with the nature and magnitude of the NHSLC's transportation operation. The Vendor is able to demonstrate operational ability, including, if necessary, the ability to provide a seamless transition from the current Vendor. To evaluate qualifications of key staff, the NHSLC will consider the entire Proposal and the following three (3) factors:

1. Proposed team organization and designation and identification of key staff;
2. Qualification of candidates for Project Manager; and
3. Qualifications of candidates for key Vendor staff roles.

The Vendor has included a complete, documented summary of specific organizational operating experience with emphasis on handling, shipping, receiving and securing spirits and wine or other high value or high velocity commodities, such as grocery products and foodstuffs. The Vendor has submitted a list of staff including key management who will be directly responsible for the implementation and operation of the Proposal.

The Vendor has correctly estimated the magnitude of effort and resources necessary to provide transportation services, has demonstrated the ability and willingness to resolve unforeseen problems that may arise, and has shown skill in anticipating and averting potential disruptions.

#### Financial Stability and Capacity

The Vendor's ability to demonstrate suitable financial strength, stability and capacity to undertake a sophisticated and capital intensive Transportation operation with a very high degree of performance and in a timely manner will be reviewed on a qualified/disqualified basis. At a minimum, all Vendors that have been registered to do business in New Hampshire for at least three years will furnish financial statements for the past three years with their bids. A more recently formed entity will provide other relevant financial materials to demonstrate its financial stability and capacity. The EC shall determine, in its own discretion, whether the documentation satisfies the requirements of this RFP and whether additional documentation is required. The Vendor agrees without reservation to submit to the audit and oversight requirements of the RFP.

#### Vendor Technical, Service, and Project Management Proposal

The Vendor's proposed Technical, Service and Project Management services shall be allocated a maximum of 25 points. The Vendor is prepared to apply appropriate resources in establishing an acceptable level of business relationships with the NHSLC and its suppliers and licensees, and to provide mechanisms for rapidly and effectively resolving errors and disruptions when they do occur. The Vendor has the ability to properly accept and transport incoming and outgoing shipments of product. The Vendor demonstrates the ability to achieve full cooperation and coordination with the NHSLC's other transportation Vendor(s), if any, warehouse Vendor(s), and the NHSLC-owned warehouse in Concord

#### Vendor Overall Solution

Vendor overall solution shall be allocated a maximum score of 30 points and shall be determined as follows. The EC will evaluate the ability of the Vendor to properly accept and transport, incoming and outgoing shipments from a state approved warehouse of product in the most timely, efficient and cost effective manner; the ability of the Vendor to provide full cooperation, efficiency and coordination with the NHSLC's other transportation Vendor(s), if any, warehouse Vendor(s), and the NHSLC-owned warehouse in Concord; Vendor terminal(s), facilities and/or locations for holding trailers overnight as required by loading procedures; Vendor equipment and its condition; Vendor current or intended personnel and the means by which Vendor, upon successful awarding of bid, will obtain required personnel, and, a list of all equipment proposed or likely to be used in the operation (e.g. number of trucks, size of trucks, number of personnel, etc.).

The Vendor solution will anticipate growth in points of distribution and product as well as increasing complexity in the process. The Vendor must demonstrate the ability to handle the anticipated workload during periods of peak demand and/or inclement weather (consistent with reasonable safety criteria) without delay, disrupting stores, licensees, suppliers, or carriers.

Moreover, the evaluation shall consider any other portion of the Proposal which describes the Vendor's overall plan for fulfilling the requirements set forth in the RFP.

#### Revenue Enhancement

The Vendor's Proposal will be allocated a maximum score of 20 points. **All rate and pricing information, including rates for alternate Proposals, must be bound and sealed separately from the remainder of the Proposal.**

The Vendor must provide a Proposal which secures for the NHSLC the highest revenue. One measure of revenue is a comparison of the cost proposed by a Vendor. Vendors wishing to submit deviations from rate information requested in Appendix D shall submit them as alternate Proposals

Another measure of revenue is a Proposal which contains revenue sharing. The Vendor shall describe any additional value-added services it will provide to the NHSLC.

#### 4.5 Phase II Oral Interviews And Documentation Supplementation

The EC may, at its discretion, require a Vendor to participate in oral and/or written presentations on any aspect of its Proposal. Vendors may also be required at the NHSLC site to demonstrate any product(s) and/or service(s) proposed.

The purpose of oral interviews and documentation supplementation is to clarify and expound upon information provided in the written Proposals. Vendors are prohibited from altering the basic substance of their Proposals during the oral interviews and reviews.

Information gained from oral interviews and documentation supplementation, if any, will be used to calculate scores for the Proposals.

#### 4.6 NHSLC Evaluation And Approval

The evaluation committee will submit a recommendation on its selection of a Proposal(s) to the NHSLC Commissioners. The Commissioners may consider any and all of the evaluation criteria. They may consider any and all qualified Proposals. They have discretion to draw their own fair and impartial conclusions in selecting the Proposal(s) that best meets the needs of the NHSLC. The NHSLC may request Vendor presentations. The Commissioners may request the EC to re-evaluate Proposals.

The Issuing Office will notify in writing of its selection for contract discussions the responsible Vendor(s) whose Proposal(s) is determined to be the most advantageous to the State of New Hampshire as determined by the NHSLC after taking into consideration all of the evaluation factors.

#### 4.7 Contract Negotiation

The resulting contract(s) will be based on the standard terms and conditions contained in Appendix E, and modifications and additions to the standard clauses previously identified by the Vendor and acceptable to the NHSLC and the Attorney General's Office in their discretion. The NHSLC, at its discretion, may enter into contract discussions with more than one Vendor. If the NHSLC is unable to reach agreement with a Vendor during contract discussions, the NHSLC may, at its sole discretion and at any time, reject and cancel the discussions and commence or continue contract discussions with the next highest ranked Vendor, and continue on in this manner at its discretion.

#### 4.8 Best And Final Offers

The NHSLC may, at its sole discretion, solicit Best and Final Offers ("BAFOs") from Vendors who have submitted qualified Proposals and which have been determined to be reasonably possible of selection for a contract award.

a. Vendors will be given opportunity to respond with a BAFO under a procedure defined by the NHSLC which may include one (1) or more of the following:

b. Enter into pre-selection discussions:

1. Schedule written and/or oral presentations or scripted demonstrations; and/or
2. Request revised Proposals.

c. The NHSLC will evaluate BAFOs against Criteria for Selection found in Part 4. The NHSLC will conduct BAFO proceedings uniformly, the BAFOs will be subject to solicitation by the NHSLC and NHSLC's timely receipt of responses pursuant to a schedule set by the NHSLC. Vendors are encouraged to submit their best price as part of their initial Proposal and not to assume there will be an opportunity to provide a BAFO at a later date.

#### 4.9 Contract Execution

The successful Vendor shall be notified in writing, and shall execute a contract.

## **APPENDIX A BACKGROUND INFORMATION**

### **A-1 Project Overview**

The intent of this RFP is to identify Vendors capable of transporting spirit and wine and related products from in-state warehouses to our seventy-six (76) state liquor and wine outlets in such a way as to fulfill NHSLC and individual store inventory requirements and operational necessities.

### **A-2 NH State Liquor Commission**

**A-2.1 Mission** - For the benefit of the citizens of New Hampshire, the New Hampshire State Liquor Commission (NHSLC) will optimize profitability by serving customers well and maintaining proper controls over the sale, distribution and use of alcoholic beverages.

#### **A-2.2 Duties –**

- Maximize State Revenue
- Maintain Proper Control
- Responsible for Efficient and Effective Operation of the NHSLC
- Provide Customer Service

The State of New Hampshire is a “control state” meaning that the NHSLC controls the wholesale and retail sale of spirits and wine. The NHSLC regulates all spirits and wine sold in the state, collects revenues, issues licenses, and enforces laws governing the sale and service of alcohol.

#### **A2.3 General Information**

- Approximately 3,206,296 cases of spirits and wine were shipped from the two warehouses in Concord and Nashua during Fiscal Year 2010.
- Deliveries to retail stores vary by day; larger volume stores receive multiple loads per week; some stores will receive weekend deliveries
- Average state store case drop per invoice (per order) during FY 2010 - 198
- Total number of state retail stores – 76
- Stores currently with loading docks – 20
- Stores currently receiving pallet loads – 26
- Pallet delivery stores – transport company driver drops pallet; our store personnel unpack pallet and stack product
- Hand-Off stores – transport company driver unloads product from inside truck; product enters store via rollers; our store personnel stack product
- Retail stores notified 24 hours in advance of delivery time the next day; weekend and holiday deliveries may be required for certain stores.

### **A-3 Related Documents Required**

#### **A-3.1 New Hampshire Certificate of Authority or Certificate of Good Standing**

The Vendor, if required by law, must furnish a Certificate of Authority/Good Standing dated after April 1, 2010, from the Office of the Secretary of State of New Hampshire. If your company is not registered, an application form may be obtained from:

Secretary of State  
State House Annex  
25 Capitol Street  
Concord, New Hampshire 03301  
(603) 271-3244

If your company is registered, a Certificate may be obtained from the Secretary of State

Note: Sovereign states or their agencies may be required to submit suitable substitute documentation concerning their existence and authority to enter into a Contract

#### **A-3.2 Certificate of Vote**

This authorization notification must be consistent with the Vendor's corporate structure and must accompany the Proposal.

An officer of the company, name and title, must certify that the person signing the Proposal has been given the authority to do so. That authority must be in effect the day the Proposal is signed. The certifying official must not be certifying him or herself, unless it is a sole proprietorship.

The document must certify that:

A. The signature of <the name and position of the signor of the contract> of the Corporation affixed to any Proposal shall bind the corporation to its terms and conditions.

B. The foregoing signature authority has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date of the Proposal.

#### **A3.3 Certificate of Insurance:**

This certificate is obtained from the Vendor's Insurance Company. One Original and two copies should be returned with Vendor's Proposal. The amount of insurance should reflect the requested levels of the RFP.

#### **A 3.4 Liquor License**

The liquor license application can be found at  
[http://www.nh.gov/liquor/license\\_application\\_form.shtml](http://www.nh.gov/liquor/license_application_form.shtml)

A Vendor shall submit a current license or a completed application with its Proposal.

## **APPENDIX B MINIMUM STANDARDS FOR PROPOSAL CONSIDERATION**

Information is requested in Part 3, Section 6: Proposal Organization, to enable the State to contract for project implementation with an experienced Vendor. Coverage in Appendix B is limited to specific minimum requirements. A Proposal that fails to satisfy the requirements in this section may be rejected without further consideration.

**B-1 Proposal Submission**

The Proposal must be submitted on time, as defined in this RFP in Table 1, Schedule of Events and include the properly completed Transmittal Form Letter contained in Appendix G.

**B-2 Compliance with Requirements**

The proposed Vendor's solution must be able to satisfy all Mandatory requirements.

**B-3 Transportation Costing Information**

Vendor will provide costing data in Appendix D – Pricing Worksheets showing a per load delivery charge to and from state retail stores. The Vendor may propose a separate fuel surcharge.

## **APPENDIX C REQUIREMENTS AND DELIVERABLES**

### **Background:**

The NHSLC currently operates 76 retail liquor and wine stores located throughout the state of New Hampshire. Eleven of these locations are owned by the state and 65 are located in leased retail space. The various store locations are listed in Appendix I.

The successful Vendor will be required to provide freight services to each retail location. The frequency of deliveries varies based on the size and location of each store. Current data shows orders ranging from a low of one case for delivery to a store to 2,023 cases in one order to one store. The average per case weight is 30 - 35 pounds.

Proposals must provide a fixed per-case delivery cost for spirit and wine and related products. The NHSLC will pay for the return of pick errors or overages to any of our owned or contracted warehouses based on the agreed transportation cost per case. The NHSLC will then bill the warehouse that caused the pick error or overage. A freight charge will be paid by the NHSLC for store transfer invoices moving product back to a warehouse. This must be preauthorized by the NHSLC purchasing agent.

During the fiscal year ending June 30, 2010, the NHSLC shipped 1,254,038 cases of product from its Concord warehouse and 1,956,516 cases from its contract warehouse in Nashua. Outgoing shipments peak in November and December, with moderate peaks in June, August, and October. Appendix J provides historical shipping information. Appendix I is the NHSLC's preferred delivery schedule to be used by the successful Vendor.

The NHSLC currently owns and operates a 50,000 square foot warehouse in Concord, New Hampshire. This facility mainly provides storage for spirit products and/or wines that are not sold to the off-premise trade. The current warehouse Vendor is located in Nashua, New Hampshire and is operated by Law Warehouses, Inc. That facility is approximately 350,000 square feet and is primarily devoted to the storage of wine product. The new transportation Vendor may be required to co-mingle cases from both warehouses and ship to specific store locations throughout the state.

Should the number of warehouses be reduced to one during the life of this contract such that all product is stored in one warehouse, the pricing (for pick-up at only one warehouse) in Appendix D provided by the winning transportation Vendor will go into effect.

### **General Requirements:**

1. The Vendor will cooperate and coordinate fully with the warehouse Vendor(s) employed and the state warehouse owned by the NHSLC. This is vital to insure a smooth, coordinated operation.
2. The Vendor will be required to furnish all personnel and equipment necessary to deliver spirit and wine and related products, supplies, and displays to NHSLC retail stores identified on bills of lading provided by the NHSLC.

3. The Vendor shall furnish sufficient transporting equipment to accommodate daily delivery of spirit and wine and related products, supplies, and displays. Vendor will be required to deliver product to most stores in semi-trailers. Some store locations require smaller vehicles with lift gates.

4. All loads to NHSLC stores shall include merchandise for delivery at the direction of the NHSLC, without stops to other delivery points, unless specifically authorized by the NHSLC.

5. The Vendor will be held responsible for any damages caused by its personnel or equipment. Such damage may include, but is not limited to, damage to product, loss of product, damage to store locations or to NHSLC property or personnel.

6. The Vendor is responsible to provide complete reimbursement to the NHSLC of the full value of spirits and wine product, supplies, and display damage/theft/shortage while in the Vendor's custody. Replacement value is defined as the price of the product the NHSLC must pay. The NHSLC store manager will note damage/theft/shortage and issue an affidavit to the Vendor's driver for damage or shortages at the time of delivery. The affidavit will be signed by the driver if the damage is freight-related. A copy of the affidavit will be provided to the driver. The NHSLC will invoice the carrier on a monthly basis. If the damage/shortage is warehouse-related, the NHSLC will issue an affidavit against the warehouse Vendor.

Freight bills from the Vendor will be sent to the NHSLC warehouse staff. These bills include charges for delivery to all stores and warehouses from all locations.

7. The Vendor shall deliver spirit and wine and related products, supplies, and displays as ordered by the NHSLC retail stores, pursuant to bills of lading provided by the NHSLC. This includes transfers of product between stores.

8. The quantity of cases to be delivered at any time will vary depending upon retail store requirements. No guarantee of volume is made or implied. Actual use will determine final contract total.

9. The Vendor shall count and receive spirit and wine and related products, supplies, and displays accepted for delivery in such quantities and type as indicated on the bills of lading at the time of pickup from the warehouse(s).

10. At time of pickup, the warehouse personnel will load vehicles with forklifts. The warehouse shall be responsible for providing the Vendor with the quantity and type of spirit and wine and related products, supplies, and displays listed on the bills of lading provided by the NHSLC. The Vendor shall sign and date the bills of lading at the time of pickup from the warehouse and leave the original with the warehouse.

11. The Vendor shall coordinate with the warehouse supervisor or designee to pick up loads at scheduled times, Monday through Friday. Vendor is required to be available, for Saturday, Sunday, and holiday pickup and delivery. If prices are different for Saturday, Sunday or holiday pickup/delivery, Proposals must so indicate.

12. Delivery schedules have been established by the NHSLC. RFP responses must include an agreement to accept the current delivery schedules. Any requests to change established delivery schedules must be set out separately and will require prior written approval from the NHSLC.

13. Changes to delivery schedules due to unforeseen circumstances or holidays may be mutually agreed between the Vendor and the NHSLC. In instances of deliveries requested for legal holidays, delivery is required to be completed on or before the day preceding the actual holiday.
14. Vendor shall unload trucks in an expedient manner. The use of fast track rollers is preferred in stores not equipped with a loading dock. Vendor will unload cases from the truck onto rollers or will assist with the removal of pallets as required. Vendor will deliver spirit and wine and related products, supplies, and displays to a receiving area within the retail store. The configuration of each store's receiving area is unique and may affect unloading time requirements.
15. The driver shall have call-in communications (radio, cell phone, etc.) available to assist in tracking the location of the products. Driver will notify store manager(s) if delivery is to be delayed by more than one hour. Any emergency changes made to the schedule by the driver must be reported to the NHSLC and the manager of the store(s) affected.
16. Delivery services shall include, but not necessarily be limited to the following:
  - a. Counting and receiving of spirit and wine and related products, supplies, and displays accepted for delivery in such quantity and such type as identified in the bills of lading.
  - b. Providing one copy of the signed bill of lading and one copy of the signed delivery receipt at each point of delivery.
  - c. Proof of store deliveries are sent to the NHSLC warehouse office by each receiving store. This includes copies of the Store Receiving Summary and the Store Invoice receiving pages with the required delivery information, discrepancies, driver signature and store manager signature.
  - d. Maintaining delivery records, signed bills of lading and delivery receipts of shipments.
17. The Vendor shall be paid the quoted per case price for delivery of each case accepted in good condition at store locations, for which signed bills of lading and delivery receipts are submitted to the NHSLC. This per case price must include all costs and services provided by the Vendor as required herein. The NHSLC may offset the amount of any claims for damage or loss from any payments due the Vendor.
18. The Vendor shall make deliveries to store locations in a reasonable and timely manner during the core working hours of agency location or an agreed upon time between the parties.
19. The Vendor shall be responsible for the delivery from the time it leaves the warehouse until the shipment arrives at its destination. All loads will be sealed from the warehouse to the first destination and all subsequent destinations. The transportation Vendor will provide all seals for use at warehouses and retail stores to fulfill this requirement. If the shipment is not sealed, the transportation Vendor could be billed for any breakage or shortages.
20. The Vendor shall not stack cases of spirits or wine more than six feet high.
21. Liability: The Vendor shall be absolutely liable at all times, regardless of accident or negligence, for any loss or damage to the property of the NHSLC while said property is in the possession of the Vendor.

22. Shortages/Breakages: Liability on shipments from any designated warehouse will be as follows:
- a. Warehouses designated by the NHSLC are responsible for shortages found at stores on sealed trailers from the respective shipping points.
  - b. The Vendor is responsible for damaged merchandise received by a store at the time of delivery and for shortages from trailers arriving at stores with broken trailer seals.
23. All overages from the warehouse(s), must be returned to the originating warehouse at no cost to the transportation Vendor.
24. All employees engaged in the handling and transporting of spirits and wine must be citizens of the United States and over 21 years of age. All Vendors must be citizens of the United States, over 21 years of age, and registered through the Office of the Secretary of State to do business, under the laws of the State of New Hampshire. In the event of a statutory change in the minimum age, the above items shall reflect that age.
25. All Vendors must be currently engaged in the transportation of goods, with sufficient experience in the handling of like merchandise.
26. It is understood that all Vendors agree that in case of failure to render proper and efficient service, or in case of Federal or State Legislature enactment, or any other contingency whereby it would no longer be necessary for the NHSLC to have wine or spirits transported to any or all state liquor stores, the NHSLC reserves the right to cancel all agreements.
27. An assignment for the benefit of creditors or bankruptcy on the part of the successful Vendor shall be cause for termination of the contract at a time to be specified by the NHSLC.
28. Equipment and personnel requirements vary on a day to day basis. In most cases loading is performed the day or night prior to delivery, therefore, it may be necessary to have sufficient equipment to handle 2 successive days. There will be no additional charges for the equipment used in pre-loading. Past experience has shown the daily need for trailers to be a high of 40, a low of 15, and an average of 20 for the total shipments and pre-loading from all warehouses. In addition, a maximum of 15 and a minimum of 5 tractors are used daily, with an average requirement of 10.
29. While the NHSLC doesn't guarantee future volume, approximately 3,170 loads were shipped to NHSLC stores during the past fiscal year. (See Appendix H)
30. A supply of 600 (4-way entry) 40' x 48" wooden pallets are used to perform the tasks of loading and unloading in the most efficient manner. Loads must be secured in such a fashion as to form a unitized pallet. Currently, stretch wrap is used to unitize the pallet. This is particularly beneficial for stores equipped to receive pallet deliveries. Vendors should specify the method they will use to secure cases to the pallet.
31. The State of New Hampshire and the NHSLC reserves the right at any time and without prior notice to ship spirits and wine, related product, equipment and supplies to the points named herein by rail, contract motor carrier or other conveyance.

**Specific Requirements:**

1. Proposals should include a written narrative, demonstrating the Vendor's ability to satisfy the scope of work. The narrative should describe a logical progression of tasks and effort starting with the initial steps or tasks to be accomplished and continuing until all proposed steps or tasks are fully described. The language of the narrative should be straight forward and limited to facts, solutions to problems, and plans of proposed action. Proposals should include a description of how services will be provided during emergencies, strikes, holidays, Saturdays or other irregular conditions. Finally, Proposals should also include a detailed security plan outlining truck security when traveling from the warehouse to the delivery point(s) as well as security for loaded trucks at Vendor's location.

2. Bids must be on a complete state-wide delivery schedule. Proposals must include a complete cost break out for delivery services on a per-case delivery basis. This per-case cost delivery price will be applicable for all spirits and wine and related products. All payments made to the Vendor under this contract for spirits and wine will be on a per-case basis regardless of case weight or content.

3. All loads shall be exclusively comprised of NHSLC merchandise, supplies or equipment, shipped under seal, for delivery at the direction of NHSLC only, without stops to other delivery points, unless specifically authorized by the NHSLC.

4. All Vendors must assume the responsibility of providing the necessary facilities ensuring the environmental control and safety of the space and to insure protection for materials sensitive to radical climate fluctuations and freezing. Vendor must describe the location(s) – if any are legally permitted - for overnight storage of loaded trailers and the security arrangements the Vendor intends to provide at that (these) location(s).

5. All overages from any warehouse designated by the NHSLC must be returned to the originating warehouse by the carrier.

6. All Vendors must file, with their bid, a list of the vehicles they presently own and/or intend to use to fulfill this contract, indicating the following for each vehicle:

<u>Vehicle</u> <u>Make-Age-Condition</u>	<u>Owned/</u> <u>Leased</u>	<u>If leased,</u> <u>Expiration Date</u>
---	--------------------------------	---

Vehicles with side doors are required to accomplish delivery at several liquor stores. Roll up doors are required on all trailers.

If vehicles are to be leased, the Vendor must have a letter of intent to provide the above equipment, signed by the lessor, indicating the available date of the equipment.

7. All Vendors must submit the work experience, in the transportation field, of the principals in their organization. Failure to supply this information may disqualify the bid.

8. Equipment and personnel requirements vary on a day to day basis. In most cases loading is performed the day prior to delivery, therefore, it is necessary to have sufficient equipment to handle two successive days. There will be no additional charges for the equipment used in pre-loading.

There are a total of 8 - 10 stores where loaded trailers are dropped and left for unloading by store personnel over the next 24-48 hours. Vendors must have enough trailers to be able to accommodate this procedure.

a. In Fiscal Year Ended June 30, 2010, a total of 920 trailer loads were used in the movement from Concord, and 1458 loads from Law Warehouse in Nashua. This information is given in order that Vendors may have some estimate of the amounts to be transported, but the NHSLC assumes no responsibility as to future volume.

b. It is also necessary to have a tractor and operator at each warehouse to switch trailers during the day. This operator will also supervise the loading activity at these warehouses.

c. Due to space constraints, some stores require offload from the side door of the Vehicle. Tailgate deliveries will be made at most stores. In addition to trailer and truck equipment, delivery of merchandise at the store requires sufficient conveyor sections (straights, curves and T's,) compatible with the existing conveyor equipment in the State Liquor Stores, to facilitate the unloading process. At present, twenty-nine (29) stores accept pallet delivery. The list of pallet delivery store locations at this time is: #1-7-10-15-16-22-23-25-27-32-33-34-38-44-47-48-49-50-53-54-55-56-59-60-66-67-69-73-76. Approximately twenty (20) of those stores have loading docks. The number of stores with pallet delivery may vary during the course of the contract.

d. Restraint materials must be supplied by the carrier to secure cases on the pallet and to provide security for the load.

9. All Vendors must agree to allow the NHSLC to display information on the outside of vehicles. The cost of installing and maintaining this information shall be borne by the NHSLC.

10. For Purposes of clarification on delivery day requirements, there will be no deliveries made on the following days in the years indicated, but loading will take place on the prior working day as if delivery was to be made. Schedule is subject to change by the NH State Legislature. Shipments may be made on all other days including Saturdays, Sundays and holidays for selected stores. Vendors should provide separate pricing, if any, for Saturday deliveries, Sunday deliveries, and holiday deliveries.

	<u>2012</u>	<u>2013</u>	<u>2014</u>
New Year's Day	Mo 1/2	Mo 1/1	We 1/1
President's Day	Mo 2/20	Mo 2/19	Mo 2/17
Memorial Day	Mo 5/28	Tu 5/30	Th 5/30
Independence Day	We 7/4	Tu 7/4	Th 7/4
Labor Day	Mo 9/3	Mo 9/4	Mo 9/2
Veteran's Day	Mo 11/12	Fr 11/10	Mo 11/11
Thanksgiving Day	Th 11/22	Th 11/23	Th 11/28
Day After Thanksgiving	Fr 11/23**	Fr 11/23**	Fr 11/29**
Christmas Day	Tu 12/25	Mo 12/25	We 12/25

\*\*May require limited service.

11. Any agreement resulting from this bid Proposal and all obligations of the State hereunder, shall become effective on the date of approval by the Attorney General's Office and the NHSLC.
12. The above charges shall reflect all equipment, materials, and supplies used in connection with the Delivery Operation.
13. If Vendor receives permission to deliver spirits and/or wine product to NHSLC licensees, those deliveries can not interfere with deliveries to NHSLC stores.
14. Inclement/Severe Weather – unless the State of NH closes its liquor stores due to severe weather, all scheduled deliveries will be made by the carrier to the extent allowed by law.
15. Contract Transition Period

In the event the contract expires or is terminated before another Vendor is selected and prepared to provide Transportation services to the NHSLC, the Vendor agrees to continue the services prescribed under this contract for up to 6 months at the prices in effect at the end of the contract. After the 6 month period, the Vendor shall continue to provide services until the end of a reasonable transition period as determined by the NHSLC. The parties may negotiate a different price after the initial 6 month period.

The Vendor also agrees, at the discretion of the NHSLC, to assist the NHSLC in all transition services including, but not limited to the following:

Before transition can begin, the new Vendor must meet all the specifications of the future RFP in actuality and/or demonstrate the ability, using dummy transactions provided by the NHSLC, to provide transportation services.

All costs associated with the transfer of product and control from the existing transportation Vendor ("old") to the new transportation Vendor ("new"), including, but not limited to, shipping, handling and transportation, shall be borne by the NHSLC or the supplier or the terminated Vendor as determined by the NHSLC.

The NHSLC, in conjunction with both "old" and "new" Vendors, shall establish a deadline for the transfer of all contractual obligations. The NHSLC will, if possible, select a period during a time of slow sales (such as January-March) and schedule as short a period, as is practical for the transfer

The NHSLC shall observe and audit the transfer proceedings. Shortages shall be resolved between the old Vendor and the product Vendor, or NHSLC if the product is owned by the NHSLC.

**APPENDIX D  
PRICING WORKSHEETS**

A Vendor’s Cost Proposal must be based on the worksheets formatted as described in this appendix.

The Vendor must include the Firm Fixed Price for transportation service activities. The following format must be used to provide this information. Vendor will quote one delivery price for each category regardless of where the store is located. Vendor will provide a quote for delivery from **two** warehouses and a separate quote from **one** warehouse FOR THE CONTRACT PERIOD FROM May 1, 2012 until January 10, 2015.

**DELIVERY FROM TWO WAREHOUSES**

Beverage Cases – Pallet Unload	\$X.XX per case	Months 1 – 32
Beverage Cases – Hand Unload	\$X.XX per case	Months 1 – 32
Supplies (Advertising/POS material), store supplies	No Charge	

**DELIVERY FROM ONE WAREHOUSE**

Beverage Cases – Pallet Unload	\$X.XX per case	Months 1 – 32
Beverage Cases – Hand Unload	\$X.XX per case	Months 1 – 32
Supplies (Advertising/POS material), store supplies	No Charge	

Every load out of the Concord Warehouse will have a tote box (dimensions) going to and coming back from each store location. The totes coming back from stores can be delivered to the Concord warehouse during the next scheduled run to that warehouse. Should the Concord warehouse no longer be used to store product and not have scheduled product pick-ups, the Vendor will still be required to pick up and deliver totes from NHSLC Headquarters to all stores in our system.

**APPENDIX E  
GENERAL STANDARDS AND REQUIREMENTS  
AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**  
**1. IDENTIFICATIONS.**

1.1 State Agency Name New Hampshire State Liquor Commission		1.2 State Agency Address P.O. Box 503, 50 Storrs St., Concord, NH 03302-0503	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation \$
1.9 Contracting Officer for State Agency George P. Tsiopras, CFO		1.10 State Agency Telephone Number 603-230-7010	
1.11 Contractor Signature		1.12 Name & Title of Contractor Signatory	
1.13 Acknowledgment: State of _____, County of _____ On, _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  (Seal)			
1.13.2 Name and Title of Notary Public or Justice of the Peace			
1.14 State Agency Signature		1.15 Name/Title of State Agency Signatory Joseph W. Mollica, Chairman Mark M. Bodi, Commissioner Michael R. Milligan, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel ( <i>if applicable</i> ) By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance, and Execution) By: _____ On: _____			
1.18 Approval by Governor and Council By: _____ On: _____			

## **2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.**

The State of New Hampshire, acting through the agency identified in block 1.1 (“State”), engages contractor identified in block 1.3 (“Contractor”) to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference (“Services”).

## **3. EFFECTIVE DATE/ COMPLETION OF SERVICES**

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement, (“Effective Date”)

3.2. If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

## **4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

## **5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1. The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3. The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4. Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payment authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

## **6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.**

6.1. In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2. During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplement by the regulations of the United State Department of Labor (41 C.F.R. Part 60), and with any rules, regulation and guidelines as the State New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

## **7. PERSONNEL.**

7.1. The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2. Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other persons, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3. The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

## **8. EVENT OF DEFAULT/REMEDIES.**

8.1. Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (“Event of Default”):

- 8.1.1. failure to perform the Services satisfactorily or on schedule;
- 8.1.2. failure to submit any report required hereunder; and/or
- 8.1.3. failure to perform any other covenant, term or condition of this Agreement.

8.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1. give the contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice, and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2. give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3. set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Defaults;

8.2.4. treat the Agreement as breached and pursue any of its remedies at law or in equity, or both

## **9. DATA/ACCESS/CONFIDENTIALITY/PRESEVATION.**

9.1. As used in this Agreement, the word “data” shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda papers, and documents, all whether finished or unfinished.

9.2. All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason

9.3. Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

## **10. TERMINATION.**

In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report (“Termination Report”) describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and

number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

#### **11. CONTRACTOR'S RELATION TO THE STATE.**

In the performance of this Agreement the Contractor is in all respects and independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

#### **12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

The contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

#### **13. INDEMNIFICATION.**

The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### **14. INSURANCE.**

14.1. The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1. Comprehensive general liability insurance against all claims of bodily injury, death or property damage in amounts of not less than \$250,00 per claim and \$2,000,000 per occurrence: and

14.1.2. fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2. The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance and issued by insurers licensed in the State of New Hampshire.

14.3. The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under the Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modified of the policy.

## **15. WORKER'S COMPENSATION.**

15.1. By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance, with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*)

15.2. To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

## **16. WAIVER OF BREACH**

No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

## **17. NOTICE**

Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

## **18. AMENDMENT.**

This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

## **19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

## **20. THIRD PARTIES.**

The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

## **21. HEADINGS.**

The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

## **22. SPECIAL PROVISIONS.**

Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

## **23. SEVERABILITY.**

In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

## **24. ENTIRE AGREEMENT.**

This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

## **EXHIBIT C**

The Contract is amended as follows:

### **5.5 Rate Changes**

After the NHSLC and the Contractor have negotiated rates for the initial period or renegotiated rates for an extension period, rates shall not change, unless an escalation clause was negotiated into the rate structure. At its sole discretion, the NHSLC may waive this clause for exceptional circumstances.

### **8.1.4 Event of Default; Defined**

The NHSLC will take these factors into account in determining satisfactory performance following award of contract. If the stated ground for default for each factor is not met within thirty (30) days following notification by certified mail or equivalent service, then the Contractor shall be deemed to be in default.

a. Smooth transition: that the Contractor has correctly estimated the magnitude of effort and resources necessary to assume the role of "Transportation Vendor," has demonstrated the ability and willingness to resolve unforeseen problems that may arise, and has shown skill in anticipating and averting potential disruptions.

DEFAULT CRITERIA: the Contractor is unable to conduct the transition without substantial disruption to the NHSLC and/or its suppliers and/or its licensees and/or the Contractor is unable to meet the requirements necessary to begin the transition phase according to schedule.

b. The ability to understand, implement and support all MIS/computer/business protocols in a timely and skilled manner, and without excessive error; which includes the recognition that some errors, however slight or infrequent, carry the potential for severe disruption. To apply appropriate resources in establishing an acceptable level of business intercourse with the NHSLC and its suppliers and licensees, and to provide mechanisms for rapidly and effectively resolving errors and disruptions when they do occur.

DEFAULT CRITERIA: the Contractor is unable to interface with the NHSLC's computer system according to specifications and/or is unable to correct errors in a timely manner (defined as 4 hours or less) and/or the number and/or magnitude of errors is causing a disruption to the NHSLC.

c. The ability to handle the anticipated workload during periods of peak demand and/or inclement weather (consistent with reasonable safety criteria) without disrupting either stores, licensees, suppliers, or carriers.

DEFAULT CRITERIA: the Contractor is unable to receive and/or ship product as required such that the NHSLC and/or its suppliers and/or its licensees are disrupted and/or an

excessive amount of product is damaged and/or delayed. Incoming product shall be unloaded within 2 hours of arrival, provided that the shipment arrives on schedule, and orders shall be picked and shipped so that the cycle time between order receipt and delivery is less than 24 hours.

d. The overall reporting accuracy and control of inventory, at a level which clearly demonstrates that sufficiently tight and timely control has been achieved.

DEFAULT CRITERIA: the Contractor is unable to maintain accurate control of inventory at all times. Physical vs. perpetual inventory and/or mispicks are in excess of 1/2 of 1%.

e. This RFP does not include trucking to licensed premises, but the Contractor's ability to control outgoing; trucking on behalf of the licensees, and maintain an effective and harmonious relationship with carriers shall be subject to continuing scrutiny by NHSLC officers.

DEFAULT CRITERIA: the licensees' carrier/s is/are unable to pick-up merchandise as scheduled and/or incurs charges and/or losses related to the Contractors inability to maintain the required schedule.

f. The ability to support an effective and harmonious relationship with the NHSLC's product suppliers shall be subject to continuing scrutiny by NHSLC officers.

DEFAULT CRITERIA: the Contractor is unable to provide the NHSLC's suppliers with services as specified and/or in a timely and/or error-free manner.

g. Warehouse safety shall be subject to continuing scrutiny by NHSLC officers.

DEFAULT CRITERIA: the Contractor does not maintain adequate security and/or fire protection and/or lighting and/or climate control and/or a dangerous condition is allowed to develop.

### **8.2.5 Bond forfeiture**

hold the Contractor liable for all costs incurred by the NHSLC and third parties by forfeiture of bond to the extent of the cost necessary to provide alternate services and to recover losses; and /or

**9.4** Insofar as the Contractor seeks to maintain the confidentiality of its confidential or proprietary information, the Contractor must clearly identify in writing the information it claims to be confidential or proprietary. The Contractor acknowledges that the State is subject to the Right to Know law, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by the Contractor as confidential, the State shall notify the Contractor and specify the date the State will be releasing the requested information. Any effort to prohibit or

enjoin the release of the information shall be the Contractor's sole responsibility and at the Contractor's sole expense. If the Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to the Contractor without any State liability to the Contractor.

## **25. Contract Transition Period**

In the event the contract expires or is terminated before another Contractor is selected and prepared to provide Transportation services to the NHSLC, the Contractor agrees to continue the services prescribed under this contract for up to 6 months at the prices in effect at the end of the contract after the 6 month period the Contractor shall continue to provide services until the end of a reasonable transition period as determined by the NHSLC. The parties may negotiate a different price after the initial 6 month period.

The Contractor also agrees, at the discretion of the NHSLC, to assist the NHSLC in all transition services including, but not limited to the following:

Before transition can begin, the new Contractor must meet all the specifications of the future RFP in actuality and/or demonstrate the ability, using dummy transactions provided by the NHSLC, to provide transportation services.

All costs associated with the transfer of product and control from the existing transportation Contractor ("old") to the new transportation Contractor ("new"), including, but not limited to, shipping, handling and transportation, shall be borne by the NHSLC or the supplier or the terminated Contractor as determined by the NHSLC.

The NHSLC, in conjunction with both "old" and "new" Contractors, shall establish a deadline for the transfer of all contractual obligations. The NHSLC will, if possible, select a period during a time of slow sales (such as January-March) and schedule as short a period, as is practical for the transfer

The NHSLC shall observe and audit the transfer proceedings. Shortages shall be resolved between the old Contractor and the product Contractor, or NHSLC if the product is owned by the NHSLC.

## **26. Contract Dispute Resolution**

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights), the party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted by this Agreement.

The parties shall use all reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the

parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

Dispute Resolution Responsibility and Schedule Table

<b>LEVEL</b>	<b>CONTRACTOR</b>	<b>THE STATE</b>	<b>CUMULATIVE ALLOTTED TIME</b>
<u>Primary</u>	<u>Name</u> <u>Title</u>	<u>John Bunnell, Director</u> <u>Division of Marketing,</u> <u>Merchandising &amp;</u> <u>Warehousing</u>	<u>5 Business Days</u>
<u>Second</u>	<u>Name</u> <u>Title</u>	<u>Joseph W. Mollica</u> <u>NHSLC Chairman</u>	<u>15 Business Days</u>

The allotted time for the first level negotiations shall begin on the date the Invoking Party's notice is received by the other party. Subsequent allotted time is days from the date that the original Invoking Party's notice is received by the other party.

The decision of the Chairman shall be final. By executing a contract, the Contractor waives any other legal remedy.

**APPENDIX F  
TERMS AND DEFINITIONS**

The following terms and definitions apply to this RFP and any resulting contract.

Agency	“Agency” shall mean any board, department, commission, or other institution conducted or operated by or for the state of New Hampshire, per reference RSA 21-I:11.
Best and Final Offer (BAFO)	For negotiated procurements, a contractor’s final offer following the conclusion of discussions.  In negotiations, one or another of the parties declares that this is as far as they can go and it is up to the other to accept or reject and ‘walk away’.
CR	Change Request
Confidential Information	Information required to be kept Confidential from unauthorized disclosure.
Contract	Contract means a binding legal agreement between the State of New Hampshire and the Contractor. The Contract includes, without limitation, the Request for Proposal, the Offer submitted in response to the RFP, the Contract Award, the standard Purchase Terms and Conditions, Supplemental Terms and Conditions if any, Specifications, and any addenda and amendments thereto.
Contract Conclusion	Refers to the conclusion of Contracts, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Managers	The persons identified by the State and the Vendor who shall be responsible for all Contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract documentation, obtaining executive approvals, tracking costs and payments, and representing the State in all Contract administration activities.
Contractor	The Contracted Vendor Company that will perform the duties and specifications of the RFP. (Contractor’s address info)
Department	Agency of the State
Effective Date	The date on which an agreement, such as a contract, takes effect.
Firm fixed Price Contract	A firm-fixed-price contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Contractor’s cost experience in performing the contract.
GAAP	Generally Accepted Accounting Principles
Governor and Executive Council	The New Hampshire Governor and Executive Council

Non Exclusive Contract	A contract executed by the State that does not restrict the State Agencies from seeking alternative sources for the product or service.
Normal Business Hours	See Appendix G
Notice to Proceed (NTP)	The State Contract Manager's direction to the Contracted Vendor to begin work on the Contract on a given date and time.
Project	The planned undertaking regarding the entire subject matter of an RFP Contract and the activities of the parties related hereto.
Proposal	The submission from a Contractor in response to the RFP. (An offer, submitted in response to a request from a contracting authority, that constitutes a solution to the problem, requirement or object in the request.)
RFP (Request for Proposal)	A Request for Proposal which solicits Vendor Proposals to satisfy State functional requirements by supplying data processing product and/or service resources according to specific terms and conditions.
Specifications	The written specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable state and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	STATE is defined as: State of New Hampshire NH Liquor Commission 50 Storrs Street P.O. Box 503 Concord, NH 03302-0503
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and Vendor. The SOW defines the results that Vendor remains responsible and accountable for achieving.
State's Confidential Records	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A.
State Fiscal Year	The New Hampshire State Fiscal Year extends from July 1st through June 30 <sup>th</sup> of the following calendar year.

State's Project Manager (PM)	State's representative with regard to project management and technical matters. Agency Project Managers are responsible for review and acceptance of specific contract deliverables, invoice sign off, and review and approval of a Change Proposal (CP).
Subcontractor	A person, partnership, or company not in the employment of or

	owned by the Contractor, which is performing Services under this Contract under a separate Contract with or on behalf of the Contractor.
TBD	To Be Determined
Warranty Period	That period following the Acceptance Date during which Contractor will provide Software product support and/or maintenance to the State at no charge, subject to any extensions for defect correction.
Written Deliverables	Non-software written deliverable documentation (letter, report, manual, book, other) provided by Vendor either in paper or electronic format.

**APPENDIX G  
RETAIL STORE LOCATIONS**

ST	LOCATION	MANAGER	ADDRESS	SUPV	PHONE	WEEKDAY HOURS	SATURDAY HOURS	SUNDAY HOURS
1	Concord	Tanya Barnes	80 Storrs St., Ames Plaza Concord, NH 03302	Burns	224-5910	9:00 am - 6:30 pm Thurs & Fri 8:00 pm	9:00 am - 7:00 pm	11:00 am - 5:30 pm
2	W Chesterfield	Tammy Solomon	PO Box 177, Riverside Plz, 913 Gulf Rd, West Chesterfield, NH 03466	Lafond	256-6482	9:00 am - 6:00 pm Friday close 8:00 pm	9:00 am - 7:00 pm	10:00 am - 5:00 pm
3	Manchester		St. Mary's Plaza, 122 McGregor St Manchester, NH 03102-3746		669-5644	CLOSED		
4	Hooksett	Penny Brady	1271 Hooksett Rd, Hooksett, NH 03106	Burns	641-5145	9:30 am - 8:00 pm Friday close 9:00 pm	9:30 am - 8:00 pm	CLOSED
5	Berlin	Sherry Normand	IGA Shppng Plaza, 17 Pleasant St Berlin, NH 03570	Burns	752-1552	9:30 am - 5:30 pm Friday close 6:00 pm	9:30 am - 5:30 pm	CLOSED
6	Portsmouth	Bob Coleman	Pick N Pay, 800 Islington Street Portsmouth, NH 03801	O'Brien	436-3382 Fax:431-6479	9:00 am - 6:00 pm Friday close 8:00 pm	9:00 am - 6:00 pm	10:00 am - 5:00 pm
7	Littleton	Carolyn Aldrich	568 Meadow Street, Globe Shp Ctr Littleton, NH 03561	Burns	444-5726	9:00 am - 6:00 pm Friday close 8:00 pm	9:00 am - 7:00 pm	9:00 am - 5:00 pm
8	Claremont	Tony Perras	Claremont Market Place, 367 Washington St, (Route 103) Claremont, NH 03743	Lafond	543-0200	9:30 am - 6:00 pm Friday close 7:00 pm	9:30 am - 6:00 pm	10:00 am - 5:00 pm
9	Dover	Mike O'Connor	47 Chestnut Street Dover, NH 03820	O'Brien	742-3738	9:30 am - 6:00 pm Friday close 8:00 pm	9:30 am - 6:00 pm	10:00 am - 5:00 pm
10	Manchester	Tammy Martin	333 Lincoln Street Manchester, NH 03103-5749	Burns	626-0940	M -W 10:00am-6:30pm Th-F 10:00am-8:00 pm	10:00 am - 6:30 pm	11:00 am - 5:30 pm
11	Lebanon	Kristie Davis	12 Centerra Parkway Lebanon, NH 03766	Lafond	643-8979	9:30 am - 7:00 pm Friday close 8:00 pm	9:30 am - 7:00 pm	10:00 am - 5:00 pm

ST	LOCATION	MANAGER	ADDRESS	SUPV	PHONE	WEEKDAY HOURS	SATURDAY HOURS	SUNDAY HOURS
12	Center Harbor	Lisa Giovanni	Route 25, 12 A Main Street, Senter's Marketplace, Unit #1 ; PO BOX 160 Center Harbor, NH 03226	Burns	253-3169	9:00 am - 6:00 pm Friday close 7:00 pm	9:00 am - 6:00 pm	10:00 am - 5:00 pm
13	Somersworth	Darrell Haynes	5 Somersworth Plaza Somersworth, NH 03878	O'Brien	692-2555	10:00 am - 5:30 pm Friday close 7:00 pm	10:00 am - 5:30 pm	CLOSED
14	Rochester	Art Gerry	Lilac Mall, Route 125 Rochester, NH 03867	O'Brien	332-0378	9:30 am - 6:00 pm Friday close 8:00 pm	9:30 am - 6:00 pm	10:00 am - 5:00 pm
15	Keene	Cheryl Caron	6 Ash Brook Court Keene, NH 03431	Lafond	352-1568	9:00 am - 8:00 pm Friday close 9:00 pm	9:00 am - 9:00 pm	9:00 pm - 6:00 pm
16	Woodsville	Barbara Bolduc	1 Forest St., Butson's Complex Woodsville, NH 03785	Burns	747-3471	10:00 am - 5:30 pm Friday close 7:00 pm	10:00 am - 5:30 pm	CLOSED
17	Franklin	Karen Frink	Franklin Shppng Ctr, 880 Central St. Franklin, NH 03235	Burns	934-3523	9:30 am - 5:30 pm Friday close 7:00 pm	9:30 am - 5:30 pm	CLOSED
18	Colebrook	Sylvia Collins	124 Main Street Colebrook, NH 03576	Burns	237-4097	9:30 am - 5:30 pm	9:30 am - 5:30 pm	CLOSED
19	Plymouth	Steven Willey	494 Tenney Mt Hwy Unit #3 Plymouth, NH 03264	Burns	536-3614	9:30 am - 5:30 pm Friday close 7:00 pm	9:30 am - 5:30 pm	10:00 am - 4:00 pm
20	Derry	Nancy Dilyn	Derry Meadows Shoppes, 35 Manchester Rd. Derry, NH 03038	O'Brien	437-2826	10:00 am - 7:00 pm Friday close 9:00 pm	10:00am - 7:00 pm	10:00 am - 6:00 pm
21	Peterborough	Phil Courtad	One Jaffrey Road, Rte 202 Suite 12 Peterborough, NH 03458	Lafond	924-6671	9:00 am - 6:00 pm Thurs & Fri 7:00 pm	9:00 am - 7:00 pm	9:00 am - 5:00 pm
22	Brookline	Larry Hammond	44A Route 13, Brookline, NH 03033	Lafond	672-8426	M -W 9:00am - 7:00pm Th-F 9:00 am- 9:00 pm	9:00 am - 9:00 pm	10:00 am - 5:00 pm
23	Conway	Mike Watson	234 White Mountain Hwy, Suite 9 Conway, NH 03818	Burns	447-2782	9:00 am - 7:00 pm Friday close 8:00 pm	9:00 am - 7:00 pm	9:30 am - 5:30 pm
24	Newport	Leslie Sampson	Sugar Riv Shp Ctr, 52 John Stark Hwy Newport, NH 03773	Lafond	863-3550	10:00 am - 5:30 pm Friday close 7:00 pm	10:00 am - 5:30 pm	CLOSED

ST	LOCATION	MANAGER	ADDRESS	SUPV	PHONE	WEEKDAY HOURS	SATURDAY HOURS	SUNDAY HOURS
25	Stratham	Nichole Wilson	Kings Hgwy Plz, Kings Hwy, 28B Portsmouth Ave., Stratham, NH 03885	O'Brien	772-2021	10:00 am - 7:00 pm Friday close 8:00 pm	10:00 am - 7:00 pm	12:00 - 5:00 pm
26	Groveton	Madeline Hart	Northumberland Shp Ctr, PO Box 42 Route 3, Groveton, NH 03582	Burns	636-1003	10:00 am - 5:30 pm CLOSED Monday	10:00 am - 5:30 pm	CLOSED
27	Nashua	Stacy McKissick	Market Place Plaza, 300 Main Street Nashua, NH 03060	Lafond	595-2374	10:00 am - 6:00 pm	10:00 am - 6:00 pm	CLOSED
28	Seabrook Beach	VACANT	186 Ocean Blvd. Seabrook, NH 03874	O'Brien	474-9441	11:00 am - 6:00 pm	11:00 am - 6:00 pm	12:00 - 5:00 pm
29	Whitefield	VACANT	100 Lancaster Road , PO Box 183 Whitefield, NH 03598	Burns	837-2632	10:00 am - 5:30 pm CLOSED Wednesday	10:00 am - 5:30 pm	CLOSED
30	Milford	Jim Bridges	Granite Town Plaza, Suite 6 189 Elm Street, Route 101 West Milford, NH 03055	Lafond	673-1666	10:00 am - 6:00 pm Friday close 8:00 pm	10:00 am - 6:00 pm	CLOSED
31	Manchester	Carolyn Hebert	East Side Plaza, 885 Hanover Street Manchester, NH 03104	Burns	623-4613	10:00 am - 7:00 pm Thurs & Fri close 8:00 pm	10:00 am - 8:00 pm	CLOSED
32	Nashua	Chad Gibson	Westside Plaza, 40 Northwest Blvd. Nashua, NH 03063	Lafond	594-4076	9:00 am - 8:00 pm Friday close 9 pm	9:00 am - 8:00 pm	10:00 am - 6:00 pm
33	Manchester	Mimi Alberu	North Side Plaza, 1100 Bicentennial Dr. Manchester, NH 03104	Burns	622-5044	9:00 am - 9:00 pm	9:00 am - 9:00 pm	11:00 am - 5:30 pm
34	Salem	Patti Wheaton	417 South Broadway Salem, NH 03079	O'Brien	898-5243	9:00 am - 9:00 pm	9:00 am - 9:00 pm	9:00 am - 6:00 pm
35	Hillsboro	Monica Wood	15 Antrim Road, Suite #1 Hillsboro, NH 03244	Lafond	464-3412	10:00 am - 5:30 pm Friday close 7:00 pm	10:00 am - 5:30 pm	CLOSED
36	Jaffrey	VACANT	Monadnock Plz, 80 Peterborough St. Jaffrey, NH 03452	Lafond	532-7291	10:00 am - 6:00 pm CLOSED Monday	10:00 am - 6:00 pm	CLOSED
37	Lancaster	Beverley Roy	Butson's Marketplace, 199A Main St. Lancaster, NH 03584	Burns	788-4861	9:30 am - 5:30 pm Friday close 6:00 pm	9:30 am - 5:30 pm	CLOSED
38	Portsmouth	Mike Smith	Portsmouth Circle, 605 US Interstate By- Pass, Portsmouth, NH 03801	O'Brien	436-4806	8:00 am - 9:00 pm Thurs & Fri 10:00 pm	8:00 am - 10:00 pm	8:00 am - 9:00 pm

ST	LOCATION	MANAGER	ADDRESS	SUPV	PHONE	WEEKDAY HOURS	SATURDAY HOURS	SUNDAY HOURS
39	Wolfeboro	Rose Wiggins	35 Center Street Wolfeboro Falls, NH 03896	O'Brien	569-3567	9:00 am - 6:00 pm Friday close 7:00 pm	9:00 am - 6:00 pm	9:00 am - 5:00 pm
40	Walpole	James O'Brien	32 Ames Plaza Lane Walpole, NH 03608	Lafond	756-3916	10:00 am - 5:30 pm Friday 9:30 am - 7:00 pm	9:30 am - 5:30 pm	CLOSED
41	Seabrook	Mike Regan	Lafayette Boulevard, PO Box 236 Seabrook, NH 03874	O'Brien	474-3362	9:00 am - 6:00 pm Friday close 8 pm	9:00 am - 8:00 pm	10:00 am - 6:00 pm
42	Meredith	Mark Roy	71 Route 104, Old Province Common Meredith, NH 03253	Burns	279-7018	9:00 am - 6:00 pm Fri 9:00 am - 8:00 pm	9:00 am - 6:00 pm	9:00 am - 6:00 pm
43	Farmington	Duane DuBois	829 NH Route 11, Unit #2 Farmington, NH 03835	O'Brien	755-3571	10:00 am - 5:30 pm Friday close 7:00 pm	10:00 am - 5:30 pm	CLOSED
44	Bristol	VACANT	20 Lake Street Bristol, NH 03222	Burns	744-2484	10:00 am - 5:30 pm Friday close 7:00 pm	9:00 am - 5:30 pm	CLOSED
45	Pittsfield	Dodie Kidder	6 Water Street Pittsfield, NH 03263	O'Brien	435-6592	10:00 am - 5:30 pm Friday close 7:00 pm	10:00 am - 5:30 pm	CLOSED
46	Ashland	Rick Risteen	46 North Main Street Ashland, NH 03217	Burns	968-7556	10:00 am - 5:30 pm Friday close 7:00 pm	10:00 am - 5:30 pm	CLOSED
47	Lincoln	Cindy Ham	165 Main Street, Lincoln, NH 03251 Mail ONLY: PO Box 1205	Burns	745-8922	10:00 am - 6:00 pm Friday close at 8:00 pm	10:00 am - 8:00 pm	10:00 am - 6:00 pm
48	Hinsdale	Muriel Southwick	Route 119, Box 114 Hinsdale, NH 03451	Lafond	256-8637	9:00 am - 5:30 pm Friday close 7:00 pm	9:00 am - 5:30 pm	10:00 am - 6:00 pm
49	Plaistow	Kathleen Smith	Market Basket Plz, 32 Plaistow Rd, #2A Plaistow, NH 03865	O'Brien	382-8511	9:00 am - 9:00 pm Friday 8:00 am - 9:00 pm	8:00 am - 9:00 pm	9:00 am - 6:00 pm
50	Nashua	Richard Taylor	So. Gate Shppng Mall, 269 DW Hwy Nashua, NH 03060	Lafond	888-0271	9:00 am - 9:00 pm	9:00 am - 9:00 pm	10:00 am - 6:00 pm
51	Pelham	Chris Kulick	Route 38, PO Box 10 Pelham, NH 03076	Lafond	635-7551	9:00 am - 6:00 pm Friday close 8:00 pm	9:00 am - 6:00 pm	10:00 am - 6:00 pm
52	Gorham	Maureen Cloutier	159 Main Street, Androscoggin Plaza Gorham, NH 03581	Burns	466-3367	9:30 am - 5:30 pm Friday close 7:00 pm	9:30 am - 5:30 pm	12:00 - 5:00 pm
53	Hudson	Walter Merrill	Market Basket Shp Ctr, 212 Lowell Rd Hudson, NH 03051	Lafond	889-0549	10:00 am - 6:00 pm Friday close 8:00 pm	10:00 am - 6:00 pm	CLOSED

ST	LOCATION	MANAGER	ADDRESS	SUPV	PHONE	WEEKDAY HOURS	SATURDAY HOURS	SUNDAY HOURS
54	Glen	Alex Trojano	Route 302 PO Box 166, Glen, NH 03838	Burns	383-9000	9:30 am - 6:00 pm Friday close 8:00 pm	9:30 am - 7:00 pm	10:00 am - 5:00 pm
55	Bedford	Julius DeNitto	Bedford Grove Plz, Ste 2, 5 Colby Court Bedford, NH 03110	Burns	627-5878	9:00 am - 9:00 pm	9:00 am - 9:00 pm	10:00 am - 6:00 pm
56	Gilford	Ronald Gaudette	18 Weirs Road, Gilford, NH 03246	Burns	524-6083	9:00 am - 6:00 pm Friday close 8:00 pm	9:00 am - 7:00 pm	10:00 am - 5:00 pm
57	Ossipee	Matthew Kresco	Indian Mound Shp Ctr, 240 Rte 16B Center Ossipee, NH 03814	O'Brien	539-2010	10:00 am - 5:30 pm Friday close 7:00 pm	10:00 am - 5:30 pm	CLOSED
58	Goffstown	Ted Theos	Shop N Save Plaza, 605 Mast Road Goffstown, NH 03102	Burns	626-4725	10:00 am - 6:00 pm Friday close 8:00 pm	10:00 am - 6:00 pm	CLOSED
59	Merrimack	Nancy Bartlett	Merrimack Shopping Ctr, Suite A, 6 Dobson Way, Merrimack, NH 03054-4131	Lafond	424-2521	10:00 am - 7:00 pm Friday close 9:00 pm	10:00 am - 8:00 pm	10:00 am - 7:00 pm
60	W Lebanon	Ron McGonis	Powerhouse Plaza, Unit #3 10 Benning Drive 12A West Lebanon, NH 03784	Lafond	298-8629	9:00 am - 8:00 pm	9:00 am - 8:00 pm	10:00 am - 5:00 pm
61	Fitzwilliam		Route 12 & 119, PO Box 111 Fitzwilliam, NH 03447		585-2225	CLOSED		
62	Raymond	Michelle Markiewicz	Raymond Shp Ctr, Route 27, RFD 2 Raymond, NH 03077	O'Brien	895-2286	10:00 am - 7:00 pm	9:00 am - 7:00 pm	CLOSED
63	Winchester	Barbara Williams	Suite 1, 30 Warwick Road Winchester, NH 03470-2819	Lafond	239-6223	10:00 am - 5:30 pm Friday close 7:00 pm	10:00 am - 5:30 pm	CLOSED
64	New London	VACANT	New London Shppng Ctr, Route 11 PO Box 464, New London, NH 03257	Lafond	526-6868	9:30 am - 5:30 pm Friday close 7:00 pm	9:30 am - 5:30 pm	10:30 am - 4:00 pm
65	Campton	Richard Strong	Center at Campton Corners, 25 Vintinner Road, Campton, NH 03223	Burns	726-2901	10:00 am - 7:00 pm Friday close 9:00 pm	10:00 am - 9:00 pm	10:00 - 7:00 pm
66	Hooksett	Jim Haggis	I-93 North, Route 3A, PO Box 16296 Hooksett, NH 03106	Burns	485-5663	8:00 am - 9:00 pm Fri close 10:00 pm	8:00 am - 9:00 pm	8:00 am - 8:00 pm
67	Hooksett	Dan Mercier	I-93 South, 25 Springer Road Hooksett, NH 03106	Burns	485-5816	8:00 am - 9:00 pm	8:00 am - 9:00 pm	8:00 am - 9:00 pm
68	N Hampton	Karen Boswell	69 Lafayette Road, Village Shppng Ctr North Hampton, NH 03862	O'Brien	964-6991	10:00 am - 7:00 pm Friday close 8:00 pm	10:00 am - 7:00 pm	11:00 am - 5:00 pm

ST	LOCATION	MANAGER	ADDRESS	SUPV	PHONE	WEEKDAY HOURS	SATURDAY HOURS	SUNDAY HOURS
69	Nashua	Rich Theriault	27 Coliseum Avenue NH 03063 Nashua,	Lafond	882-4670	9:00 am - 9:00 pm	9:00 am - 9:00 pm	10:00 am - 6:00 pm
70	Swanzey	Jacob Goreki	Rte 12, Troy Rd, 37 Monadnock Hwy Wilbur's Market Place Swanzey, NH 03431	Lafond	357-0693	10:00 am - 6:00 pm Thurs & Fri close- 7:00 pm	10:00 am - 6:00 pm	CLOSED
71	Lee	Tammy Fournier	60 Calef Highway, Unit #4 Lee, NH 03861	O'Brien	868-7176	9:30 am - 6:00 pm Friday close 8:00 pm	9:30 am - 6:00 pm	10:00 am - 5:00 pm
72	Concord	Rich Gulla	100 Fort Eddy Road NH 03301 Concord,	Burns	224-5955	9:30 am - 6:00 pm Friday close 8:00 pm	9:00 am - 8:00 pm	10:00 am - 5:00 pm
73	Hampton- S	Elaine Walter	I-95 South, PO Box 1993 NH 03843 Hampton,	O'Brien	926-3272	8:00 am - 9:00 pm	8:00 am - 9:00 pm	8:00 am - 9:00 pm
74	Londonderry	Bernard Baronas	Market Basket Plaza, 34 Nashua Rd. Londonderry, NH 03053	O'Brien	432-0270	9:00 am - 8:00 pm Friday close 9:00 pm	9:00 am - 8:00 pm	10:00 am - 6:00 pm
75	Belmont	Kathi Clough	15 Old State Road, Unit 1 Belmont, NH 03220	Burns	528-2170	9:30 am - 5:30 pm Friday close 7:00 pm	9:30 am - 5:30 pm	10:00 am - 5:00 pm
76	Hampton- N	Clarina Graca	I-95 North, PO Box 2081 NH 03843-2081 Hampton,	O'Brien	926-3374 Fax:926-8803	8:00 am- 9:00 pm Thursday & Friday close 10:00 pm	8:00 am - 10:00 pm	8:00 am - 9:00 pm
77	Rindge	Kimberly Creighton	Cheshire Marketplace, Unit 7 497 US Route 202 Rindge, NH 03461	Lafond	899-3187	Mon - Thurs 9:00 am - 6:00 pm Friday close 8:00 pm	9:00 am - 8:00 pm	10:00 pm - 5:00 pm
78	Hampstead	Julie Chevalier	416 Emerson Avenue, Unit #6 Hampstead, NH 03841	O'Brien	329-4037	10:00 am - 7:00 pm Friday close 9:00 pm	10:00 am - 7:00 pm	10:00 am - 6:00 pm

**APPENDIX H  
HISTORICAL NUMBER OF DELIVERIES TO STORES & CASES  
SHIPPED FROM WAREHOUSES**

**During FY 2010 (ending June 30, 2010):**

Total Number of Cases of Product Shipped from Concord:	1,254,038
Total Number of Cases of Product Shipped from Nashua:	1,956,516
Total Number of Trailer Loads shipped from Concord	920
Total Number of Trailer Loads shipped from Nashua	1,458
Cases Received via Truck in Concord	1,332,058
Cased Received via Truck in Nashua	3,600,000

**As of March 15, 2011:**

Number of Cases on Hand – Concord	143,267
Number of Cases on Hand – Nashua	678,492
Pick locations/Total in Use – Concord	1054 / 773
Pick locations in Use – Nashua	6,804
Number of NHSLC retail stores	76
Total SKUs in Concord	1,065
Average SKUs on hand in Concord	855
Total SKUs in Nashua	13,825
Average SKUs on hand in Nashua	9,015

**HISTORICAL SHIPMENTS FROM CONCORD & LAW WAREHOUSES**

<b>Month</b>	<b>FY08 Cases</b>			<b>FY09 Cases</b>			<b>FY10 Cases</b>		
	<b>Concord</b>	<b>Law</b>	<b>Total</b>	<b>Concord</b>	<b>Law</b>	<b>Total</b>	<b>Concord</b>	<b>Law</b>	<b>Total</b>
<b>July</b>	113966	201331	315297	138768	192281	331049	132688	189630	322318
<b>August</b>	103228	194297	297525	116159	171912	288071	126377	185943	312320
<b>September</b>	76738	143994	220732	104550	154323	258873	106701	168223	274924
<b>October</b>	95494	192133	287627	107412	163962	271374	102590	166991	269581
<b>November</b>	88615	190912	279527	99245	153738	252983	106925	174279	281204
<b>December</b>	91999	186647	278646	126927	191956	318883	119978	210417	330395
<b>January</b>	66573	136478	203051	73313	118686	191999	69395	115570	184965
<b>February</b>	65185	126133	191318	77681	125735	203416	80245	136395	216640
<b>March</b>	61692	119953	181645	85742	125139	210881	92117	132228	224345
<b>April</b>	81375	151365	232740	165435	138579	304014	93837	133956	227793
<b>May</b>	85673	159374	245047	99870	148114	247984	96324	141820	238144
<b>June</b>	102049	168226	270275	113829	176448	290277	126861	201064	327925
<b>Total</b>	<b>1032587</b>	<b>1970843</b>	<b>3003430</b>	<b>1308931</b>	<b>1860873</b>	<b>3169804</b>	<b>1254038</b>	<b>1956516</b>	<b>3210554</b>

**APPENDIX I**  
**CURRENT DELIVERY SCHEDULE TO NHSLC RETAIL STORES**  
(subject to change by NHSLC)

<b>Store</b>	<b><u>Concord WAREHOUSE</u></b>			<b><u>LAW WAREHOUSE</u></b>			
1	Monday	Thursday		Monday	Tuesday	Wednesday	Friday
2	Tuesday	Thursday		Tuesday	Thursday		
4	Wednesday			Monday	Thursday		
5	Friday			Friday			
6	Tuesday	Thursday		Monday	Wednesday		
7	Tuesday	Thursday		Tuesday	Thursday		
8	Tuesday	Thursday		Monday	Thursday		
9	Tuesday			Monday	Wednesday		
10	Tuesday	Thursday		Monday	Wednesday		
11	Tuesday	Thursday		Monday	Wednesday	Friday	
12	Tuesday	Thursday		Tuesday	Thursday	Friday	
13	Tuesday			Wednesday			
14	Tuesday			Monday	Wednesday		
15	Tuesday	Thursday	Friday	Tuesday	Thursday	Friday	

**Store   Concord WAREHOUSE**

16	Friday	
17	Thursday	
18	Friday	
19	Thursday	
20	Tuesday	
21	Friday	
22	Monday	Wednesday
23	Tuesday	Thursday
24	Wednesday	
25	Monday	Wednesday
26	Friday	
27	Monday	Wednesday
28	Wednesday	
29	Friday	
30	Wednesday	Friday
31	Wednesday	

**LAW WAREHOUSE**

Friday		
Thursday		
Friday		
Friday		
Monday	Wednesday	
Tuesday	Thursday	
Tuesday	Thursday	
Tuesday	Thursday	Friday
Thursday		
Tuesday	Friday	
Friday		
Monday	Wednesday	
Wednesday		
Friday		
Tuesday	Thursday	
Thursday		

**Store**   **Concord WAREHOUSE**

32	Monday	Wednesday			
33	Tuesday	Thursday			
34	Monday	Tuesday	Wednesday	Thursday	Friday
35	Thursday				
36	Friday				
37	Friday				
38	Monday	Tuesday	Wednesday	Thursday	Friday
39	Thursday				
40	Wednesday				
41	Monday	Tuesday	Thursday		
42	Thursday				
43	Tuesday				
44	Thursday				
45	Tuesday				
46	Thursday				
47	Tuesday	Friday			

**LAW WAREHOUSE**

Tuesday	Thursday			
Monday	Wednesday	Friday		
Monday	Tuesday	Wednesday	Thursday	Friday
Thursday				
Thursday				
Friday				
Monday	Tuesday	Wednesday	Thursday	Friday
Tuesday	Friday			
Thursday				
Monday	Wednesday	Friday		
Tuesday	Friday			
Wednesday				
Thursday				
Wednesday				
Thursday				
Tuesday	Friday			

**Store   Concord WAREHOUSE**

48	Tuesday	Friday			
49	Monday	Tuesday	Wednesday	Thursday	Friday
50	Monday	Tuesday	Wednesday	Thursday	
51	Monday	Wednesday			
52	Friday				
53	Monday	Wednesday			
54	Thursday				
55	Tuesday	Thursday			
56	Wednesday	Friday			
57	Thursday				
58	Monday				
59	Monday	Wednesday			
60	Tuesday	Thursday			
62	Monday				
63	Friday				
64	Wednesday				

**LAW WAREHOUSE**

Tuesday	Thursday			
Monday	Tuesday	Wednesday	Thursday	Friday
Monday	Tuesday	Thursday	Friday	
Monday	Wednesday			
Friday				
Tuesday	Friday			
Tuesday	Friday			
Monday	Wednesday	Friday		
Tuesday	Friday			
Tuesday	Friday			
Tuesday				
Tuesday	Thursday			
Monday	Wednesday	Friday		
Tuesday				
Thursday				
Monday	Tuesday	Thursday		

**Store   Concord WAREHOUSE**

65	Thursday				
66	Monday	Tuesday	Wednesday	Thursday	Friday
67	Monday	Tuesday	Wednesday	Thursday	Friday
68	Tuesday	Thursday			
69	Monday	Tuesday	Wednesday	Thursday	
70	Friday				
71	Tuesday	Thursday			
72	Monday	Wednesday			
73	Monday	Tuesday	Thursday	Friday	
74	Monday	Wednesday			
75	Thursday				
76	Monday	Tuesday	Wednesday	Thursday	Friday
77	Tuesday	Friday			
78	Tuesday	Thursday			

**LAW WAREHOUSE**

Thursday					
Monday	Tuesday	Wednesday	Thursday	Friday	
Monday	Tuesday	Wednesday	Thursday	Friday	
Monday	Wednesday				
Monday	Tuesday	Wednesday	Thursday	Friday	
Tuesday	Thursday				
Monday	Wednesday				
Tuesday	Friday				
Monday	Tuesday	Wednesday	Thursday	Friday	
Monday	Wednesday				
Tuesday	Friday				
Monday	Tuesday	Wednesday	Thursday	Friday	
Tuesday	Thursday				
Monday	Wednesday				

**APPENDIX J**  
**AVERAGE MONTHLY CASE COUNT IN WAREHOUSES**

(Fiscal Month Average from March 2010 through February 2011)

	<u><b>Concord</b></u>	<u><b>Law</b></u>
March 2010	160,124	664,578
April 2010	158,969	686,902
May 2010	168,463	685,537
June 2010	171,757	683,096
July 2010	160,302	657,852
August 2010	149,196	633,568
September 2010	163,811	639,159
October 2010	166,400	690,036
November 2010	167,696	657,096
December 2010	139,178	621,661
January 2011	156,081	654,127
February 2011	143,509	654,976
<b>Average</b>	<b>158,791</b>	<b>660,716</b>

**APPENDIX K**  
**CURRENT TRANSPORTATION PRICING STRUCTURE**  
**Transportation Charges**  
**May 1, 2007 through April 30, 2012**

---

**TRANSPORTATION TO NHSLC STORES:**

**Charged to: NHSLC**

Consists of the delivery of beverage cases to/from New Hampshire State Liquor Stores.  
Subject to fuel surcharge as defined in the contract.

Pallet unload stores	Beverages Cases	\$ 0.58 per case
----------------------	-----------------	------------------

Supplies		No charge
----------	--	-----------

Hand Unload stores	Beverages Cases	\$ 0.87 per case
--------------------	-----------------	------------------

Supplies		No charge
----------	--	-----------

At the end of the 12th month, and on May 1st of each succeeding year, a flat rate will be calculated for the next 12-months using the scaled rates quoted and the actual weighting of pallet vs. non-pallet case deliveries for the most recent 12-months rounding up or down to the nearest full cent.

**Fuel Surcharge**

State and Contractor agree that in the event the combined cost of diesel fuel and applicable diesel fuel taxes (hereinafter the “fuel cost”) shall equal or exceed \$2.25 per gallon for a period of thirty (30) days, as verified by documentation submitted by Contractor, then the transportation rate shall increase by \$0.01 per case. The transportation rate shall further increase by \$0.01 per case for each documented \$0.25 per gallon increase in fuel cost above \$2.25 per gallon which remains in effect for a period of thirty (30) days. If the fuel cost decreases below \$2.25 per gallon or below any additional \$0.25 per gallon increase in fuel cost, as the case may be, for a period of thirty (30) days, then the transportation rate increase shall not apply. The Contractor and State further agree that in the event the fuel cost shall equal or be less than \$1.46 per gallon for a period of thirty (30) days, then the transportation rate shall decrease by \$0.01 per case. If the fuel cost exceeds \$1.46 per gallon for a period of thirty (30) days, then the transportation rate decrease shall not apply. The adjusted transportation rate as provided in this paragraph shall take effect the first of the next calendar month following the applicable thirty-day period of documented increased or decreased fuel cost. Contractor shall maintain records acceptable to the State, documenting its cost of diesel fuel and applicable diesel fuel taxes for vehicles used in providing the distribution services under this Agreement, which shall be subject to inspection by the State upon request.

## **APPENDIX L**

### Relevant NH Revised Statutes/Administrative Rules

The liquor license application can be found at

[http://www.nh.gov/liquor/license\\_application\\_form.shtml](http://www.nh.gov/liquor/license_application_form.shtml)

A Vendor shall submit a completed application with its Proposal.

The Alcoholic Beverages Revised Statutes can be found at Title XIII, Chapters 175-180:

The rules of the NHSLC are contained at:

[http://www.gencourt.state.nh.us/rules/state\\_agencies/liq.html](http://www.gencourt.state.nh.us/rules/state_agencies/liq.html)

**APPENDIX M**  
**SPECIFICATIONS FOR WAREHOUSES**

**HOW TO USE THIS DOCUMENT**

The information presented within this document is designed to serve as a guide to the management warehouses who wish to do business with the NHSLC.

An overview of the data requirements and acceptable information processing systems may be found in Sections Two and Three. Further details concerning the information presented by this document, as well as additional information necessary to establish a warehousing contract with the NHSLC, may be obtained by contacting the Director of Marketing, Merchandising & Warehousing at the following address;

N. H. Liquor Commission  
P.O. Box 503  
Concord, New Hampshire 03302-0503

## DEFINITION OF TERMS

Beverage	Any beer, lager beer, ale, porter, wine, similar fermented malt or vinous liquors and fruit juices and any other liquid intended for human consumption as a beverage having an alcoholic content of not less than ½ of one percent by volume and not more than 6 percent alcohol by volume at 60 degrees Fahrenheit.
Book Inventory	The NHSLC maintains a computerized book inventory file which contains the quantities and descriptions of every liquor and wine held in a private warehouse. As incoming and outgoing shipments are recorded the book inventory file is updated. Warehouses must maintain a similar book inventory file.
Fiscal Year	The NHSLC Fiscal Year begins on July 1 and ends June 30th.
IT	Information Technology.
Liquor	All distilled and rectified spirits, alcohol, wines, fermented and malt liquors and cider, of over six percent alcoholic content by volume at sixty degrees Fahrenheit.
Physical Inventory	Each year at a date established by the NHSLC, private warehouses must physically count each case of liquor and wine stored at their location. A physical inventory report must be produced and sent to the NHSLC.
Purchase Orders	NHSLC Purchase Orders are issued to Vendors to replenish NHSLC Stock. Bailment Stock, purchased by the NHSLC to fill orders, is applied to Blanket Purchase Orders. Blanket Purchase Orders are assigned to bailment Vendors on a quarterly basis.
Saleable Unit	The unit which is sold at retail. Usually this is a bottle but may be multiple bottles when packaging dictates.
NHSLC Stock	Throughout this document, stock items stored at warehouses which are owned by the NHSLC, are referred to as NHSLC Stock.
NHSLC	New Hampshire State Liquor Commission
NHSLC Customers	NHSLC customers include retail and agency stores, on premise licensees and off premise licensees. Private citizens may also submit orders for specialty items to the NHSLC central office. On premise licensee are those businesses licensed by the NHSLC to sell liquor, beer, and wine to patrons for consumption at a specific location. (Lounges, Restaurants, Clubs) Off premise licensees are those businesses licensed by the NHSLC to sell beer and wine to customers for consumption at a location other than the place of business. (Grocery Stores, Markets). Agency stores are off premise licensees licensed to sell hard liquors. Warehouses may accept orders from on and off premise licensees and agency stores.

Sub-Pack	A shipping unit which is less than a whole case. Usually this is a saleable unit (bottle) except for nips (50ML) which is normally a sleeve which usually contains 10 or 12 bottles.
Vendor Stock	Liquor and wine Vendors may store any legal stock item at a warehouse. Normally Vendor stock held at a warehouse will have a brand code and will be approved for sale to the NHSLC. These approved stock items are commonly referred to as bailment stock. The NHSLC takes possession of bailment stock as it is needed to fill orders.
Warehouse	A storage facility authorized by the NHSLC to receive and ship alcoholic beverages in the State of New Hampshire.

## 1.0 Introduction to the NHSLC

### 1.1. General

The NHSLC is a revenue generating State agency that controls the sale and distribution of alcoholic beverages to consumers in the State of New Hampshire. Three major revenue generating functions are performed by the NHSLC.

#### The NHSLC as the Retailer

The NHSLC owns and operates one warehouse located in Concord, New Hampshire, and over 70 NHSLC Stores located throughout the State. The NHSLC also uses the contracted services of private warehouses.

Merchandise from the warehouses is shipped to the stores for sale to retail and wholesale customers.

#### The NHSLC as the Wholesaler

The NHSLC controls, sells, and distributes spirits and wine in bulk to restaurants, lounges and clubs (on premise and off premise licensees) and agency stores.

Items stored at the Concord warehouse and at warehouses are used to meet the needs of these licensees.

#### The NHSLC as the Tax Collector

Beer wholesalers pay a tax to the NHSLC for every gallon of beer they sell to on and off premise licensees in the State of New Hampshire. Beer sales in the State are carefully monitored by the NHSLC to ensure the correct amount of tax revenue is collected.

### 1.2. High Level Management of the Liquor Commission

Three Commissioners appointed by the Governor and Council of the State of New Hampshire, are entrusted with managing the affairs of the NHSLC. The duties charged to the Commissioners as well as the powers and functions of the NHSLC they superintend, are described in The State of New Hampshire LAWS AND REGULATIONS RELATIVE TO THE SALE OF LIQUORS, BEER AND WINE.

### 1.3. Revenue Generating Sections of the NHSLC

#### Division of Enforcement

The Division of Enforcement executes and enforces statutes enacted by the New Hampshire State Legislature and rules established under law by the NHSLC.

Any individual or organization that desires to manufacture, sell, or distribute alcoholic

beverages within the State of New Hampshire must first be licensed to do so by the Bureau of Enforcement. Through the licensing process, the Bureau of Enforcement gathers information necessary to monitor and enforce statutes and rules and to ensure the proper licensing fees and taxes are paid to the State. Warehouses are expected to cooperate with the Bureau of Enforcement upon request.

#### Division of Marketing and Sales

The Division of Marketing and Sales carries out three major functions that make liquor and wine available to consumers in the State of New Hampshire.

**Purchasing** -To meet the demands of consumers, the NHSLC purchases on average over one million bottles of spirits and wine each month from manufacturers and Vendors. Many of the items are stored in warehouses.

**Sales** – The items purchased are made available to consumers through NHSLC Stores as well as the businesses licensed to sell alcoholic beverages to the general public. By acting as both retailer and wholesaler the Bureau of Marketing and Sales maintains firm control over the sale and distribution of liquor and wine in New Hampshire, thereby maximizing revenue to the State.

**Warehousing and Transportation** -All receipts and shipments that take place at a warehouse are carefully monitored by the Warehousing and Transportation Section to ensure that liquor and wine orders are promptly filled and delivered to NHSLC Stores, warehouses, and to NHSLC customers.

#### 1.4. Business Support Sections of the NHSLC

The business support sections of the NHSLC are essential to the proper accounting, control, and distribution of products and information.

**Financial Management** -The Financial Management Section records all of the financial activities carried out by the NHSLC. Every activity from payment to Vendors to collection of licensee bills are carefully monitored and controlled by the Financial Management Section. Bidding Proposals and/or contracts with warehouses are subject to review and approval by the Financial Management Section.

**Information Technology** -The Information Technology Section is responsible for the effective planning, use, control, and processing of information required to support the NHSLC. Through the use of computers the Information Technology Section produces accurate and timely information and reports for the managers and personnel of the NHSLC. NHSLC Information Systems are maintained and operated by the Information Technology Section. The information systems used by warehouses must be approved by the Information Technology Section.

## 1.5. NHSLC Normal Warehousing Product and Information Flow

The NHSLC utilizes a warehousing system that includes a large warehouse located in Concord, New Hampshire and the contracted services of private warehouses.

Concord Warehouse -The Concord warehouse is owned and operated by the NHSLC. Most of the spirits and wines stored in the Concord Warehouse are owned by the Vendors and are distributed to New Hampshire NHSLC Stores and to NHSLC customers.

Private Warehouses – The NHSLC does business with privately owned warehousing facilities located throughout the State. The NHSLC may store NHSLC stock at their facility. Warehouses may also store Vendor owned stock making it readily available to the NHSLC. Warehouses may allow licensees to submit orders directly to the warehouse. These orders must be approved by the NHSLC prior to shipment.

All alcoholic beverages received and shipped at warehouses must be reported to the NHSLC and will be closely monitored. The following is a description of the normal product and information flow between the NHSLC and warehouses.

- Daily, on and off premise licensees submit orders directly to warehouses and to the NHSLC central office.
- Warehouses electronically transfer the orders to the NHSLC for approval.
- All orders are processed by the NHSLC for approval.
- Based on the orders, invoices for shipment of items stored at warehouses are created for NHSLC Stores and NHSLC customers.
- The invoices are electronically transferred to warehouses. Warehouses may ship only those items included on these invoices.
- Invoice items are picked and shipped from warehouses. NHSLC stock must be exhausted before Vendor stock may be used to complete shipments.
- Printed shipping papers are sent to the NHSLC central office. Printed shipping papers accompany each shipment.
- A complete list of shipped items, by invoice number, is transferred electronically to the NHSLC.
- A list of all Vendor stock used to complete shipments is transferred electronically to the NHSLC.
- The NHSLC will prepare an Invoice and mail it to the customer.

## 2.0 Requirements

### 2.1. Approved Vendor Lists

- The NHSLC will supply warehouses with a complete list of approved liquor and wine Vendors once each month. Changes made to this list throughout the month will be given to warehouses on a weekly basis.
- Warehouses may receive stock from the listed Vendors only.
- Warehouses must verify that all stock received at their location is owned by approved Vendors or by the NHSLC.

### 2.2. Approved Brand Lists

- All Brands of spirits and wine received at a private warehouse as NHSLC Stock must have a preapproved brand code.
- The NHSLC will supply warehouses with a complete list of the approved brand codes once each month. Changes made to this list throughout the month will be given to warehouses on a weekly basis.
- Only those brands on the Approved Brand List may be shipped to NHSLC Stores, warehouses, and NHSLC customers.

### 2.3. Approved Licensee List

- The NHSLC will supply warehouses with a complete list of approved licensees once each month. Changes made to this list throughout the month will be given to warehouses on a weekly basis.
- Warehouses may accept orders from only those licensees on the Approved Licensee List.
- Shipments to licensees may be made only to the licensees on this list.

### 2.4. Quantities

- All purchase quantities of spirits and wine reported to the NHSLC are to be expressed in cases.
- Receipt into NHSLC account and shipments may be reported as cases or sub-packs.
- All breakage is reported as selling units (bottles).

### 2.5. Bailment Stock

- The NHSLC may require that bailment stock be used to fill orders. Bailment stock may be used to fill orders only when the ordered brands are not available from NHSLC Stock.
- Bailment stock shipped to the NHSLC or to licensees is subject to the same restrictions as NHSLC Stock.
- Bailment stock must have been received from an approved Vendor.
- Bailment stock must have an approved brand code.

### 2.6. Receiving Reports

- All receipts of spirits and wine into warehouses must be reported to the NHSLC daily.
- Warehouses will format the data on a receiving report in a manner acceptable to the NHSLC. A printed copy of each receiving report must be forwarded to the Warehousing and Transportation Section of the NHSLC.

### 2.7. Shipping Invoices

- Shipping invoice data for shipments from warehouses are transferred daily from the NHSLC to warehouses using the Warehouse Information Transfer System.
- Warehouses use shipping invoice data to create packing slips and prepare shipments.

### 2.8. Packing Slips

- Warehouses will print a packing slip for each shipping invoice transferred to their location from the NHSLC. Warehouses must format the data on a packing slip in a manner acceptable to the NHSLC.
- A summary page for each packing slip will also be printed.
- Packing slips and summary pages should arrive together with each shipment at the proper delivery point.

- A shipping report must be forwarded to the NHSLC.
- 2.9. Shipping Labels
- Warehouses will place shipping labels on each unit (case) shipped to an NHSLC Store, warehouses, on premise licensees and off premise licensees. Shipping labels must be in a manner acceptable to the NHSLC and must include the NHSLC Store number or licensee number, warehouse number, invoice number and brand code.
- 2.10. Shipping Reports
- Shipments of spirits and wine from a private warehouse must be reported to the NHSLC on a daily basis.
  - Warehouses must format the data on a shipping report in a manner acceptable to the NHSLC. Shipping reports must be transferred to the NHSLC. A printed copy of each shipping report must be sent to the Warehousing and Transportation Section of the NHSLC.
- 2.11. Bailment Purchase Reports
- In addition to the shipping report produced for all outgoing stock, warehouses are required to produce a separate report listing the bailment items shipped to the NHSLC and to licensees. A bailment purchasing report is a report of the bailment stock the NHSLC must purchase to satisfy the shipments.
  - Warehouses must format the data on a bailment purchasing report in a manner acceptable to the NHSLC. Bailment purchasing reports may be transferred to the NHSLC. A printed copy of each bailment shipping report must be sent to the Warehousing and Transportation Section of the NHSLC.
- 2.12. Inventory Reports
- Periodically warehouses are responsible for producing a complete book inventory report of all NHSLC and Vendor stock stored at their location. This report is compared to the book inventory kept by the NHSLC to determine if discrepancies exist. In the event of a discrepancy, private warehouse personnel are expected to cooperate with NHSLC personnel to resolve the discrepancy.
  - Warehouses must format the data on an inventory report in a manner acceptable to the NHSLC. Inventory reports must be transferred to the NHSLC. A printed copy of each inventory report must be sent to the Warehousing and Transportation Section of the NHSLC.
- 2.13. Suspension
- Warehouses should receive all legal items included with any incoming shipment. In the event that an item has not been previously approved for storage and subsequent shipping from the warehouse, it may be placed in suspension pending NHSLC approval or direction.

#### 2.14. Claims

- Warehouses must notify the NHSLC in the event that NHSLC stock is found to be damaged in any way.
- A shipping report must be clearly identified by the words "CASES DAMAGED BY" and must be forwarded to the NHSLC.
- The quantities on this shipping report must be expressed in saleable units (bottles).

#### SHIPPING DAMAGED ITEMS

- When bottles within a case are found to be damaged, the private warehouse must transfer the entire case to the NHSLC warehouse in Concord, New Hampshire. For example, if only one bottle within a case of 12 is damaged, the entire case must be shipped to the Concord warehouse. The shipping report would reflect a shipment of 11 bottles.
- The NHSLC will devise a convenient schedule for the transfer of damaged NHSLC Stock from warehouses to the Concord warehouse. In addition to shipping damaged cases to the NHSLC, warehouses will subtract the damaged case(s) from their inventory.

#### 2.15. Physical Inventory

- Each year at a date established by the NHSLC, warehouses are required to produce a physical inventory report of all stock held in their warehouse. In most cases the NHSLC will ask warehouses to agree upon a date in April or May. Each year the Warehousing and Transportation Section will notify warehouses as to when all shipping and receiving of spirits and wine is to cease, as well as to the date and time the physical inventory must be complete.
- Physical inventory reports may be transferred to the NHSLC. A printed copy of each physical inventory report must be forwarded to the Warehousing and Transportation Section of the NHSLC.

#### 2.16. Cycle Inventory

- From time to time NHSLC personnel may require a physical count of specific brands of NHSLC stock held at a warehouse. In most cases cycle inventories are necessary to resolve discrepancies between the book inventory reports produced each week. Cycle inventories should be completed as soon as possible enabling the NHSLC and the warehouse to quickly correct inequities.

#### 2.17. Pallets

- Warehouses will use standard 48" X 40" four way entry pallets which meet The National Alcoholic Beverages Control Association standards.
- Warehouses will establish pallet exchange programs with each of their clients.

#### 2.18. Audits

- Warehouses are subject to audit by the NHSLC and or auditors commissioned by the State at any reasonable time. Auditors may be present at warehouses when yearly physical inventories are counted.

### 3.0 Data Processing Requirements

- The processing of data by warehouses, as well as the data transfer systems they employ are subject to review and approval by the NHSLC's Information Technology Section.
- The NHSLC requires that warehouses employ a responsive inventory control system capable of interfacing with the NHSLC. From time to time the NHSLC will make changes to the manner and content of data exchange. Warehouses will be requested to speedily accommodate such changes.

### 3.1. Customer Order System

Orders submitted by NHSLC customers are processed for approval through the Customer Order Invoice system. Licensees may submit orders directly to warehouses. These orders must be transferred electronically to the NHSLC. Licensees may also submit orders to the NHSLC headquarters.

The Customer Order system checks each licensee order and compares it to the licensee's account balance. If an order is correct and sufficient funds or credit is available, the order is approved for shipment. Orders that are not approved are held until approval criteria are satisfied or until they are cancelled.

Approved orders become invoices. All orders placed through the warehouse will be sent back to the warehouse for fulfillment. Orders placed with the NHSLC will be sent to the warehouse of record. This allows a warehouse to take orders for product within the warehouse and have the same merchandise in another warehouse for NHSLC Stores or other licensees. These invoices are then transferred electronically, to the warehouses. Warehouses may then ship the items included on the invoices to licensees.

### 3.2. Store Order System

Orders for NHSLC Stores are processed at the NHSLC data center using the Store Order system. Invoices for items stored at warehouses are produced and transferred, in the proper Invoice file format, to warehouses. Warehouses ship the items included on these invoices to NHSLC Stores.

### 3.3. Blanket Purchase Order System

The Blanket Purchase Order system processes Vendor purchase orders for bailment items shipped from warehouses. Each fiscal quarter (every three months) the NHSLC assigns blanket purchase order numbers to each bailment Vendor. These purchase order numbers are effective for specific periods of time throughout the quarter. Warehouses will be provided with a list of the blanket purchase order numbers assigned to each bailment Vendor at the beginning of each fiscal quarter. All bailment items shipped from warehouses must appear on Purchase files with the correct blanket purchase order number for the time period.

### 3.4. Inventory Management System

In addition to periodic audits and yearly physical inventory counts, warehouses will work with the NHSLC System Control personnel to monitor and maintain correct inventory information. Each week warehouses will transfer a complete book inventory file to the NHSLC. The NHSLC uses the Inventory Management system to audit the inventory files and correct discrepancies.

### 3.5. Order Files

Customer orders submitted to warehouses may be transferred to the NHSLC only once each day. Warehouses must transfer orders, to the NHSLC.

### 3.6. Pending Order Files

Orders submitted by warehouses that are not approved will be kept in a Pending Order file until approval criteria is satisfied. The NHSLC will make Pending Order files available for transfer to warehouses on a daily basis.

### 3.7. Backup and Retention of Files

Warehouses must retain backup copies of all the files they transfer to the NHSLC for a period of 45 calendar days.

APPENDIX N

Five Sample Labels

05/16/11  
**Start of Invoice** **14**  
Total Cases  
**47** Invoice: 20441  
LIQUOR STORE 47  
LAHOUT SHOP PLAZA  
165 MAIN STREET  
LINCOLN NH

<sup>1</sup>  
**D257** **3422** Pak 12  
05/16/11 Invoice: 20441  
BEEFEATER 750ML

**47** LINCOLN LAHOUT SHOP PLAZA 1 OF 14  
747044160010042290072123

<sup>1</sup>  
**P252** **4261** Pak 6  
05/16/11 Invoice: 20441  
CAPT MORGAN SPICED RUM 1.75L

**47** LINCOLN LAHOUT SHOP PLAZA 14 OF 14  
0473001100214024261000210034

05/16/11 0257 - P252  
**Pallet Break 1** **14**  
Cases  
**47** Invoice: 20441  
LIQUOR STORE 47  
LAHOUT SHOP PLAZA  
165 MAIN STREET  
LINCOLN NH